

George Ide LLP –Terms of Business

1. Introduction and Basis of Retainer

1.1 Introduction

This document contains important information and should be read carefully. The purpose of these Terms of Business is to confirm the arrangements between us and provide details about:

- us as a firm;
- the basis upon which we provide legal services;
- payment terms;
- how we communicate and advise you; and
- other important information relevant to your instructions.

This document should be read together with:

- (a) The Client Engagement Letter – this letter covers our retainer with you and may be sent to you either at the beginning of a matter, or in the case of clients for whom we are retained to advise on an ongoing basis, periodically (sometimes also referred to as an Annual Retainer Letter); and
- (b) The Scoping Letter – this letter details each instruction, relevant caveats and understandings between us in relation to your matter; and
- (c) Any supplementary documents which may apply to you such as a Condition Fee Agreement. You will be notified if this applies to you.

Together, these documents form the agreement between you and George Ide LLP for the provision of our services.

1.2 Priority of Documents

These Terms of Business apply to every matter on which we act for you unless we expressly agree otherwise in writing. If there is any inconsistency between these Terms of Business and any Client Engagement Letter or Scoping Letter, the Client Engagement Letter or Scoping Letter shall prevail.

1.3 Acceptance of Terms

If you continue to instruct us after receiving these Terms of Business, the Client Engagement Letter and any relevant Scoping Letter, we will treat this as acceptance of our terms and the formation of

a binding contract between us, whether or not the Client Engagement Letter and/or Scoping Letter has been signed and returned.

1.4 Changes to these Terms

We may amend these Terms of Business from time to time in response to (but not limited to) legal, regulatory or technological developments.

We may also revise our hourly charging rates in accordance with these Terms. If we make material changes, we will notify you in which case you may contact us to terminate your instructions before the changes take effect.

1.5 Previous Terms

These Terms of Business replace any previous terms issued by us unless we confirm otherwise in writing.

2. About George Ide LLP and Regulatory Information

2.1 Legal Status

George Ide LLP is a Limited Liability Partnership registered in England and Wales with company number OC336392. George Ide is a trading name of George Ide LLP. References in these Terms to “we”, “us”, “our”, “George Ide”, “the firm” or “the LLP” refer to George Ide LLP unless the context otherwise requires.

2.2 Registered Office

Our head office is: 52 North Street, Chichester, West Sussex, PO19 1NQ.

2.3 Partners and Personnel

Any reference to a “Partner” or “Partners” includes a member of George Ide LLP; or an employee or consultant with equivalent standing or qualification. A list of members is available on our website or upon request.

2.4 Responsibility for Advice

All legal services, contracts and obligations entered into by members, partners, employees, consultants or agents are undertaken by George Ide LLP and not by any individual personally.

2.5 VAT

Our VAT registration number is 931224849.

2.6 Solicitors Regulation Authority

We are authorised and regulated by the Solicitors Regulation Authority (“SRA”). Our SRA number is 488565. Further information regarding the SRA and the professional rules applicable to solicitors is available at: www.sra.org.uk.

2.7 Financial Conduct Authority

The firm is also authorised and regulated by the Financial Conduct Authority (“FCA”). Our FCA Firm Reference Number is 497625. Further information can be found at: www.register.fca.org.uk.

2.8 Financial Services

For certain activities we are authorised by the Financial Conduct Authority and we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of *our* business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

The Law Society of England and Wales is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the SRA (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. If you are unhappy with any **insurance advice** you receive from us, you should raise your concerns with either of these bodies.

The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).

Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.

You must provide us with details of any relevant existing insurance policies you may have at the outset. We will not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

We are not authorised by the FCA in relation to consumer credit services. We may, however, provide certain limited consumer credit services where these are incidental to the professional services we provide. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

2.9 Professional Indemnity Insurance

We maintain professional indemnity insurance giving cover for claims against the firm in accordance with the SRA Indemnity Insurance Rules.

Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our Registered Office (by prior appointment) or made available on request.

To comply with our professional and insurance obligations, we may disclose confidential information and legally privileged material to our insurers, brokers and professional advisers where reasonably necessary in connection with insurance notifications, claims handling or risk management. By instructing us, you consent to that disclosure by us even if the documents and information are confidential and/or subject to legal professional privilege.

3. Our Services and How We Work with You

3.1 Business Hours

Our usual office hours are 9:00am to 5:15pm Monday to Friday (excluding public holidays in England). We may occasionally close our offices at other times during the year at our discretion. Whilst members of staff may work outside normal office hours, this is discretionary and should not be assumed.

3.2 Office Locations

We currently operate from the following offices:

- 52 North Street, Chichester, PO19 1NQ;
- 61a North Street, Chichester, PO19 1NB; and
- 44 North Street, Chichester, PO19 1NF.

Unless advised otherwise, **all correspondence, documents and deliveries** should be sent to our Head office at 52 North Street, Chichester, PO19 1NQ and marked for the attention of the fee earner with whom you are dealing or a named member of their support team if appropriate.

Attendance at our offices is by appointment only, save for general enquiries. Please make such enquiries with our offices at 52 North Street, Chichester, PO19 1NQ unless otherwise advised, where you will find our main Reception.

3.3 Our Service Standards

We pride ourselves on offering a quality service to all our clients. We aim to provide a professional, respectful, fair, efficient and responsive service at all times. We will communicate with you clearly and in plain language, keep your matter under regular review and update you regarding material developments promptly. We will also seek to keep you informed regarding likely costs, timescales and any significant risks or issues affecting your matter.

3.4 Communications

We aim to respond to correspondence and emails promptly (generally within 14 days where possibly). Telephone calls will ordinarily be returned within 48 hours where reasonably possible. We will endeavour to report to you as soon as we can when developments take place, however, please do feel free to ask for updates periodically. If you require a higher level of service, with more frequent reports/updates or telephone calls, we will endeavour to oblige, but please note that this will inevitably lead to an **increase in overall costs of** your matter, which in litigious matters may not be recoverable.

3.5 Timescales and Cost Updates

We will discuss anticipated timescales at the outset of your matter and keep you informed of material changes. If our services are delayed by an event outside of our control, we will do what we reasonably can to reduce the delay.

If developments arise which may significantly affect cost, risk or timing, we will update you accordingly. The costs of your matter will be set out in our Scoping Letter. We will keep you apprised of the costs of your matter and let you know as soon reasonably possible if something comes to light that may impact on those costs discussed. It is our aim that you will never be surprised by the amount we charge you.

In the event something comes to light during the course of your matter that was not apparent at the outset, as well as indicating the impact any such events are likely to have on the costs and timescales involved, we will also (where appropriate) update you on whether the likely outcomes still justify the costs and risks involved.

3.6 Third Party Providers

In the course of acting for you, we may instruct or engage third parties (such as barristers, expert witnesses, enquiry agents, valuation professionals, process servers or other external service

providers) where this is necessary or appropriate for your matter. In some circumstances we may instruct those parties as your agent, meaning that you contract with them directly.

You remain responsible for the fees and charges of those third parties. We are not responsible for the services they provide.

3.7 Equality and Accessibility

We are committed to equality, diversity and inclusion. If you require our services to be delivered in a different format (for example, in large print) or need any other reasonable adjustments, please let us know as soon as possible. Should we need to involve third-party providers to assist (such as interpretation services), these will be provided subject to the provisions of paragraph 3.6 above. A copy of our Equality and Diversity Policy is available to you upon written request.

4. Scope of Advice and Reliance

4.1 Provision and reliance on Advice and providing Instructions

Our advice is provided solely for the benefit of the client identified in our Client Engagement Letter. We may give advice, communicate with and act on instructions provided by any of the individuals to whom our engagement letter is addressed, or in the case of a company, trust or other organisation, from any officer/authorised person of that organisation (to include those being held out as authorised persons) **without** the need to copy such advice to, or to confirm such instructions with, all of the relevant individuals, authorised persons or officers (as appropriate).

If you wish us to deal with a third party on your behalf (including accepting instructions from them and/or disclosing information to them), you must notify us in writing. Before we are able to do so, the scope of that third party's authority must be expressly agreed with us in writing and acknowledged by you in writing.

Any such third party will be required to comply with our client engagement procedures, know your client and identification requirements, and any other applicable legal, regulatory, risk management or compliance requirements.

Once such authority has been agreed, we shall be entitled to rely upon it unless and until you revoke that authority by written notice to us.

In the absence of a valid legal Power of Attorney or other formal legal authority acceptable to us, any such authority shall not extend to the execution of legal documents or legally binding instruments, which must be signed personally by you or, in the case of a corporate or other organisational client, by an individual with proper authority to do so under the organisation's constitution, governance arrangements or applicable law.

Where the client is an organisation rather than an individual, we may require a formal resolution, mandate or other evidence of authority confirming who is authorised to instruct us and the extent of that authority.

Unless expressly agreed otherwise in writing no other person may rely upon our advice and our advice must not be shared with anyone and is strictly confidential between us.

In addition to this our advice may be covered by legal professional privilege. If you share this advice or information with other people/third parties this may no longer be privileged information and could become disclosable to other parties in a dispute affecting your interests in this regard.

4.2 Scope of Retainer

We only advise on matters expressly falling within the scope of your instructions as set out in the relevant Scoping Letter.

Unless expressly agreed otherwise in writing in our Scoping Letter, we do not advise on:

- a) taxation matters (irrespective of our registration with HM Revenue & Customs (“HMRC”) pursuant to the Tax Advisor registration regime). The sole exception shall be services provided by our Tax Executive, or where you instruct us to advise on tax planning matters, the scope of which shall be strictly limited to the services expressly identified in the relevant Scoping Letter. Our advice will not otherwise take into account the taxation implications or consequences of any course (or possible course) of action;
- b) financial planning and investment suitability. The sole exception shall be services provided by our Wealth Management Adviser; however, the scope of such services shall be limited to those expressly set out in the relevant Scoping Letter;
- c) accounting matters;
- d) commercial issues (including on the commercial viability of the terms you have agreed, values or the prudence of your matter – we are not retained to advised on the quality of the ‘bargain’ you have struck) even where a relevant issue arises during the course of our acting for you; and/or
- e) laws outside England and Wales.

You should seek specialist advice where appropriate. Where we recommend that you seek specialist advice from an appropriately qualified adviser and you fail or refuse to do so, we may categorise your matter as high risk for the purposes of our regulatory and risk management procedures. We reserve the right to cease acting for you where your failure to obtain such advice places us, or may place us, in conflict with:

- (i) our duties to the Court and the rule of law;

- (ii) our duties to another client (including, for example, where we act for both a purchaser and lender in the same transaction);
- (iii) our duties to any third party; or
- (iv) our professional and regulatory obligations.

4.3 Conflicts of Interest

Our client is only the person or entity designated in the Client Engagement Letter and Scoping Letter, and not its affiliates whether shareholders, parent, subsidiaries, partners, members, directors, officers or otherwise. Accordingly, regarding conflict of interests, we may represent another client with interests adverse to your affiliates. Our engagement by you does not create any rights in or liabilities to any of your affiliates.

You will not attempt to prevent us from acting for other clients, including clients whom you consider to be your competitors, on matters in which you may have an interest but have not instructed us in relation to. This includes, but is not limited to, acting in relation to matters where you and/or your affiliates are involved.

The above does not remove our professional obligation to seek to avoid conflicts of interest arising where it is clear to us that they may exist. Unless you advise us, we will not be aware of which corporate entities within your group are connected for conflict purposes.

4.4 Property Transactions

Where we also act for your proposed lender as well as you/your organisation, we owe duties to both you and the lender and are required to disclose to the lender all relevant information relating to the transaction and mortgage. This includes (without limitation) any discrepancy between information contained within the mortgage application and information disclosed or obtained during the course of the transaction, together with details of any cashback arrangements, discounts, incentives, allowances or other benefits being provided to you by the seller or any third party.

You must provide us with full, accurate and complete information regarding all aspects of the transaction which may affect liability for **Stamp Duty Land Tax** or any other applicable stamp duty, land transaction tax or similar duty ("SDLT"). This includes any arrangements, incentives, payments, allowances or side agreements connected with the transaction. If you are uncertain whether information may be relevant, you should disclose it to us so that we may determine its relevance.

4.5 HMRC Tax Adviser Registration

Where we interact with HMRC on your behalf in connection with your tax affairs — including but not limited to submitting SDLT returns, corresponding with HMRC on inheritance tax matters,

making disclosures, or dealing with tax aspects of corporate transactions — we are required to be registered with HMRC as a tax adviser under Part 7 of the Finance Act 2026.

The firm is registered with HMRC via an Agent Services Account and meets HMRC's conditions for registration, including supervision for anti-money laundering purposes by the SRA.

If our HMRC registration is suspended or revoked for any reason, we will be unable to interact with HMRC on your behalf until registration is restored. In those circumstances, we will notify you promptly and discuss the options available to you, which may include instructing another firm to handle the HMRC aspects of your matter.

Registration as a tax adviser with HMRC does not mean that we hold ourselves out as specialist tax advisers. Unless we expressly agree otherwise in your Scoping Letter, our advice does not extend to tax planning or tax advisory services, and we do not assume responsibility for your tax position beyond the specific services described in your Scoping Letter.

4.6 Ongoing Obligations

Once your matter concludes, unless we have agreed otherwise in writing we are not responsible for updating advice following changes in law or practice; and we are not responsible for reminding you of future deadlines or obligations.

4.7 Intellectual Property and Copyright

We retain all intellectual property rights and copyright in all advice, documents and materials prepared by us. You may use such materials only for the purposes for which they were prepared and you must not reuse, amend or change the materials provided to you without our knowledge or permission. Such rights do not terminate at the end of our retainer or transfer to you at the payment of our invoice.

5. Communications, Email and Cyber Security

5.1 Email Communications

For reasons of convenience and efficiency, we will usually communicate with you by email and will rely upon communications sent from your email account. Please note, however, that email communications are inherently insecure and may be intercepted, delayed, corrupted or altered. Provided we have taken reasonable security precautions, including measures designed to protect against viruses and malicious software, we will not be responsible for any losses incurred or arising from the use of email.

Please note that our filtering software may prevent us receiving emails from you or in relation to your matter and we are not responsible to you for losses resulting from this. You may not presume an email has been received by us unless and until you have received a positive response.

If you prefer not to communicate by email, please let us know.

5.2 Verification of Banking Details

Cybercrime and email interception fraud are increasingly common, particularly in relation to the transmission of banking details. We will **never** notify you of a change to our bank account details solely by email. If you receive any communication containing bank details, you must **verify** the information with us by telephone using independently verified contact details before transferring any funds.

Similarly, we will not accept instructions from you by email alone containing bank account details, amend payment instructions or redirect funds. We will require written confirmation and telephone verification before acting upon such instructions. We reserve the right to refrain from remitting funds to you until our verification procedures have been satisfied.

We will not accept liability for losses resulting from a failure to follow these verification procedures.

5.3 Artificial Intelligence and Digital Technology

To support efficiency and service delivery, we may make use of artificial intelligence tools, digital platforms, cloud-based systems, client portals and automated administrative systems ("Digital Tools"). We shall exercise reasonable skill and care in selecting, testing, implementing and maintaining such Digital Tools in accordance with applicable laws and good industry practice. In continuing to instruct us, you acknowledge and consent to our use of Digital Tools.

Artificial intelligence tools may assist with legal research, document review, drafting, data analysis and administrative tasks. All AI-generated output is, however, reviewed by an appropriately qualified fee earner before it is relied upon or issued externally. Such tools are intended to support, and not replace, professional legal judgment.

You acknowledge and agree that we may use Digital Tools including a Client Portal and/or third-party technology or services during the course of your instruction of the firm. You may be required to access or use any such Digital Tools or services in the receipt of such services. Your access to Digital Tools is subject to the terms herein and additional terms of use which will be made available to you as applicable. You agree that unless otherwise agreed in writing, we do not control and shall have no liability to you for any third-party digital technologies.

You agree and acknowledge that we may use third party service providers in the use of the Digital Tools and therefore, your data may be transferred and stored in a location outside of its Country of origin or your Country of operation or incorporation.

Where applicable, we grant you a non-exclusive, non-transferable, non-assignable limited term right to use and/or access the relevant Digital Tools solely for the purpose of receiving our services and advice under these Terms of Business and for internal business purposes only.

You agree that when accessing any Digital Tools, you will:-

- a. Keep any user account details provided to you secure and confidential;
- b. Notify us of any possible suspected or actual security incident, security vulnerabilities and/or misuse of the Digital Tools;
- c. Not upload to the Digital Tools network servers, systems or computer any harmful or malicious software or virus;
- d. Use the Digital Tools for its intended purpose only and not use the Digital Tools to threaten, stalk or harass any other person, to send unsolicited communication or to upload any information into the Digital Tools that could reasonably be considered to be libellous, defamatory, pornographic, obscene or otherwise illegal or immoral;
- e. Unless otherwise agreed in writing, retain a copy of all of your data separately from the Digital Tools;
- f. Not copy, re-engineer, reverse engineer or decompile the Digital Tools information or to infringe or copy any of the firm's or the licensor's code, content or design of the services;
- g. Not perform any penetration, stress, vulnerability or availability testing of the Digital Tools or otherwise attempt to access the networks, systems or servers other than in accordance with these Terms of Business;
- h. Indemnify us for any claims arising out of or in connection with your data and/or your use of the Digital Tools not in accordance with these Terms of Business or any applicable supplemental documentation provided to you in respect of the Digital Tools and their usage; and
- i. Maintain, procure and secure your network and telecommunications links.

You agree that we may immediately suspend or terminate your access to any Digital Tools or Client Portals in the event of:-

- a. A breach of your obligations;
- b. Any threatened or actual security incident;
- c. For non-compliance with applicable laws, regulation or these Terms of Business; and

- d. Your failure to pay any undisputed invoice in accordance with the payment terms set out in these Terms of Business or as otherwise agreed in writing in the Client Engagement Letter, Scoping Letter or otherwise.

5.4 Client Portals

Where your matter involves the use of a client portal or other digital platform, your access rights will commence once login credentials are issued and will continue until your matter concludes or access is otherwise withdrawn.

Please note that we reserve the right to modify, enhance or remove any features or functionality of the Client Portal without your consent.

You are solely responsible for the administration of your user account and you must notify us in the event that you wish to add or remove any users from the Client Portal including where such users have left your organisation or in the case of a third party who is assisting you, upon the revocation of that authority.

6. Your Responsibilities

You agree to provide us with clear, accurate and timely instructions and to respond promptly to requests for information or documentation. The information you provide to us should, to the best of your knowledge and belief, be complete and accurate. Unless expressly agreed otherwise, we do not independently verify information supplied by you.

Please note, the way that you provide instructions to us can directly impact the costs of your matter – in cases where long chains of emails are provided, for example, without direction or summary from you, this will inevitably create additional work for us in reviewing, considering, summarising and then clarifying/confirming the resulting instructions. Equally, where instructions originate from more than one person, this can impact our ability to implement instructions efficiently and may result in the need to clarify instructions and reach agreement on a course of action.

Where we act for more than one individual or organisation jointly, we may accept instructions from any one authorised person unless you instruct us otherwise in writing, however, it is your responsibility to tell us immediately if you require more than one person to give us instructions in relation to your matter. Otherwise, we will accept instructions from any one person.

If instructions are provided on behalf of a company, trust, LLP or other entity, we may require evidence confirming the authority of the relevant individual to instruct us, however, it is your responsibility to tell us at the outset if you require more than one director (or equivalent) to give us instructions. Otherwise, we will accept instructions from any one director (or equivalent).

You should notify us promptly if your contact details change and take reasonable steps to maintain the security of your communications and computer systems, particularly where sensitive information or funds are involved. This includes protecting the email and computer systems used by you for your matter.

You also agree to comply with all applicable legal and regulatory requirements and to respect any professional or regulatory restrictions which prevent us from carrying out a particular course of action.

We reserve the right to decline to implement any instruction, or to cease acting for you, where compliance with your instructions would place us, or may place us, in conflict with:

- (i) our duties to the Court and the rule of law;
- (ii) our duties to another client;
- (iii) our duties to any third party; or
- (iv) our professional, legal or regulatory obligations.

This includes circumstances where you insist upon a course of action which we have advised against or which we reasonably consider to be improper, unlawful, misleading, unethical or inconsistent with our regulatory obligations or risk management procedures.

You are responsible for paying our invoices and providing any requested sums on account in accordance with these Terms.

7. Anti-Money Laundering, Sanctions and Compliance

We are required by law to undertake client due diligence and anti-money laundering checks in all cases, regardless of any previous dealings with you, historic information held by us, your standing in the community, or any personal knowledge we may hold about you. This may include:

- a) identity verification – including reviewing and taking copies of your identification documents and proof of residential address. For corporate clients and other organisations, we are required to verify various individuals connected with the organisation, including (without limitation) ultimate beneficial owners/beneficiaries, Persons of Significant Control and company officers as well as understand and sometimes verify the structure of the organisation itself. This might include asking for copies of your organisation chart, checking against information disclosed to Companies House, reviewing copies of Trust registration and Trust instruments, ask questions of you about your role, authority to bind your organisation and for details of those with control and influence in the organisation and the like. For overseas entities this can be more difficult and may require consulting with persons qualified in the jurisdiction of registration;

- b) source of funds checks – in addition to verifying your identity and/or your organisation structure, we may require you to provide further personal/commercially sensitive and/or financial information, including bank statements, evidence of income and evidence of the source of funds and wealth, in order to verify how a transaction is to be financed. We may also undertake credit checks. Where any third party is providing all or part of the funding (for example, by way of a gifted deposit), that third party will also be subject to equivalent due diligence procedures;
- c) source of wealth enquiries – these enquiries are intended to establish the origin and legitimacy of your/your organisations overall accumulated wealth and assets, and may include requests for information and supporting documentation relating to employment income, business activities, investments, inheritances, gifts, property ownership or other sources of wealth;
- d) politically exposed person checks – we are required to determine whether you, any beneficial owner, or any person connected with the matter is a politically exposed person (“PEP”), a family member of a PEP or a known close associate of a PEP. Where this applies, we may be required to undertake enhanced due diligence measures, obtain additional information and approvals, and carry out increased ongoing monitoring before we are able to proceed; and
- e) sanctions screening – if you are, or become, a designated person under applicable financial sanctions legislation, we may be required to stop work on your matter and may be unable to release any funds held in our client account to you. In such circumstances, we may be required to disclose relevant information to HM Treasury and comply with any directions or instructions issued by them; and
- f) ongoing monitoring – in addition to carrying out initial client due diligence procedures, we are required to monitor compliance on an ongoing basis. Accordingly, where there are changes to your information (for example, a change of name or address) or where transactions are prolonged or circumstances change, we may require further information and evidence from you throughout the course of the matter. You must keep us informed promptly of any changes to your personal or organisational information. You should also not send any funds to us until we have requested them and confirmed that all relevant checks have been completed and our anti-money laundering obligations satisfied.

We use electronic verification providers and external databases. You agree to co-operate fully with us in verifying your identity, business structure, organisational history, and sources of income, wealth and funds, together with any other matters relevant to the discharge of our legal, professional and regulatory obligations. Should any electronic checks prove inconclusive or identify issues requiring clarification, we may request additional documentation or information from you in order to verify your identity, company structure or related matters.

Please note that full client identification and verification procedures, source of wealth and funds enquiries and satisfactory demonstration of your ability to bind your organisation (as applicable) **must be completed before** any substantial work is undertaken. Accordingly, if you are unable or unwilling to complete these checks, we may be unable to accept or continue to act upon your instructions. Furthermore, we may suspend or terminate work where:

- a) satisfactory due diligence cannot be completed;
- b) sanctions concerns arise;
- c) suspicious activity reporting obligations apply; or
- d) legal or regulatory restrictions prevent us from acting.

Irrespective of any other terms contained in these Terms of Business, we shall not be liable for any loss suffered by you or any third party arising as a result of our refusal to proceed with a matter or transaction, or otherwise complying with our legal, professional or regulatory obligations.

If we know or suspect that a person is involved in money laundering, terrorist financing or other criminal activity, we may be required to make a disclosure to the National Crime Agency or other relevant authority. In such circumstances, we may be prohibited by law from informing you that such a disclosure has been made. We may also be required, without notice or explanation to you, to stop work on your matter and/or withhold monies held by us until the relevant issue has been resolved or we are otherwise permitted to proceed.

8. Confidentiality and Data Protection

8.1 Confidentiality

8.1.1 We will keep your confidential information confidential except where disclosure is:

- a) authorised by you or in accordance with your instructions;
- b) necessary for the provision of services (which may include storing confidential information on our computers, in our email and in the cloud);
- c) required by law and/or regulation, including but not limited to the reporting of suspicious activity to the National Crime Agency if we suspect money laundering;
- d) requested by regulators (to include the SRA and/or the FCA) and any other competent authorities or required to provide information to professional service providers (such as expert witnesses, auditors or other advisors) for legal, regulatory and compliance purposes; or
- e) necessary for audit or risk management purposes including by performing necessary checks on new cases and as part of ongoing monitoring (including client due diligence,

anti-money laundering and financial/economic crime prevention checks, and conflicts of interest checks against a list of current and former clients); or

- f) necessary in order to notify our professional indemnity insurer of a circumstance that could lead to you making a negligence claim against the firm under the terms of our insurance policy – in such a scenario, you consent to our disclosure of information about potential negligence we have identified. Where we need to notify our professional indemnity insurer of an actual claim for negligence being made by you, it will be taken that by lodging such a claim, you are implicitly authorising us to release your details so that we can deal effectively with such a claim which may be seen by our insurers, an assessor, professional advisor or such other person not employed by or connected with the firm;
- g) required to provide information to selected third parties (including barristers and consultants) who assist us with legal, financial, administrative, information technology and other services; or
- h) provided to a potential successor firm (see paragraph 17) so that conflict checking may be undertaken and to enable continuation of service should merger with or transference of our business to a successor firm occur; or
- i) made to professional legal directories so that our firm and its people can be ranked - where possible we will anonymise information and we will ensure that any personal data will be held in strict confidence; or
- j) has entered the public domain other than as the result of our unlawful disclosure.

8.2 Data Protection

We process personal data in accordance with:

- a) UK GDPR;
- b) the Data Protection Act 2018 (“DPA”); and
- c) our Privacy Notice.

Where applicable legislation, regulations or regulatory guidance under the laws of England and Wales or the United Kingdom are amended, replaced or updated from time to time, we shall process personal data in accordance with such amended, replacement or updated requirements.

Our Privacy Notice is available on our website.

The firm is the data controller (for the purposes of the DPA) of personal data that you provide to us. This means that the firm has a duty to comply with the provisions of the DPA when processing your personal data. George Ide LLP is registered as a data controller with the Information

Commissioner's Office, which is the regulator for data protection. We have nominated Paul Lewis, a Partner contactable on, paul.lewis@georgeide.co.uk (or at our 44 North Street office) as the firm's representative who is responsible for overseeing the firm's compliance with the DPA.

8.3 Use of Information/Personal Data

Your information is used primarily for the provision of our services to you and may be used for associated purposes including (but not limited to) legal and regulatory compliance and good practice; identity verification; conflict checks; audit purposes; quality control; risk management; staff training; all other lawful reasons connected with our acting for you; and lawful business administration.

Whilst we will do all that we reasonably can to ensure the safety and security of your information, we cannot absolutely guarantee the security of information communicated by email or mobile phone. By continuing to instruct the firm you consent for us to use these methods of communication with you despite that risk. Please also familiarise yourself with our privacy notices set out on our website and contained in the footer to all the emails you will receive from us (further copies of which can be provided upon written request).

All client due diligence and funding checks carried out for the purposes of AML compliance will be held within your client file and therefore will be held for the same retention period as your file as noted in Section 15.

The information we obtain during our due diligence procedures will include personal information relating to you (which includes but is not limited to your racial or ethnic origin, any previous criminal offences and biometric data). All personal data obtained in this regard will only be processed for the purposes of complying with legislation and preventing money laundering, terrorist financing and proliferation financing unless you have provided specific consent or we have other lawful reasons for processing it.

You expressly consent to us keeping (for more than five years) your personal data relating to anti money laundering verification checks and searches. Your personal data will be destroyed when the file relating to your matter is destroyed (in accordance with our data retention periods).

Please note that our work for you may also require us to give your information to third parties such as expert witnesses, insurers, brokers and other professional advisers. We may disclose and exchange information with service providers, representatives and agents as well as with law enforcement agencies and regulatory bodies for the above reasons.

In some cases, we may hold more sensitive information about an individual such as about health. This may be necessary to pursue your legal matter. We are permitted to use such information to provide legal advice to you or in connection with equality legislation.

You can withdraw consent to your information being used in a particular way, but this may limit what more we can do for you (if anything).

The Foreign Account Tax Compliance Act (FATCA) is a piece of US legislation which has effect in the UK as a result of an agreement between the UK and US Governments. The intention behind the legislation is to ensure US citizens disclose their worldwide income to the US Tax Authority (the Internal Revenue Service). The FATCA regime requires certain financial institutions to identify and report (to HMRC) payments made to a specified US person; or non-US entity with one or more controlling person who is a specified US person.

To comply with the law, we may have to share some of your information, including your FATCA status and, if applicable, your Global Intermediary Identification Number (GIIN) with financial institutions. We also have to establish whether you are a specified US person or an entity controlled by a specified US person. If so, it may be necessary for us to report payments to HMRC. This is explained further in Scoping Letter and/or Client Engagement Letter.

It is vital that we keep your information current at all times. You are responsible for communicating to us any changes in circumstances that may alter your FATCA status.

8.4 Cloud Storage and Third Parties

Your information may be kept on computer servers, or we may use a third-party service provider to store some or all of your data in the Cloud. We use a private cloud service for these purposes.

If at any point information is stored outside of the UK or the EU, we will have selected countries which are either approved for this purpose under relevant data protection legislation or are located where we are happy that the safeguards in place in that country to protect your information are appropriate under such legislation.

Where we engage third party providers, appropriate confidentiality obligations will apply.

8.5 Your Rights

You may have rights under data protection legislation including rights:

- a) The right to be informed and the right of access – you may submit a data subject access request (“DSAR”) by contacting the supervisor of your matter or our Data Protection Partner (“DPP”), specifying the personal data to which you require access.
- b) The right to rectification – if you believe any personal data we hold about you is inaccurate or incomplete, please contact the supervisor of your matter or our DPP. We may require evidence to verify any requested amendments.
- c) The right to erasure – to request the deletion of personal data we hold about you, please contact the supervisor of your matter or our DPP. Please note that, where we are actively

acting for you, such a request may affect our ability to continue acting on your behalf and, if so, we will discuss this with you.

- d) The right to restrict processing – to request a restriction on the processing of your personal data, please contact the supervisor of your matter or our DPP. Certain restrictions may limit or prevent our ability to act for you, in which case we will discuss this with you.
- e) The right to data portability – to request a copy of your personal data in a portable format, please contact the supervisor of your matter or our DPP, who will discuss the available formats with you as part of your DSAR.
- f) The right to object – you may object to the processing of your personal data at any time, including where you have previously provided consent. Please contact the supervisor of your matter or our DPP to discuss your request. Depending on the nature and extent of the objection, this may affect our ability to continue acting for you.
- g) Rights in relation to automated decision-making and profiling – we do not undertake solely automated decision-making or profiling activities.

These rights are absolute save that there are some cases where our legal, regulatory or insurance obligations override data subject rights. For example, keeping data for anti-money laundering purposes or notifying the National Crime Agency of any money laundering suspicions without notifying you.

9. Fees, Billing and Financial Matters

9.1 Fees

The basis upon which we charge for our services will be set out in your Client Engagement Letter and/or Scoping Letter. Depending upon the nature of the matter, we may charge on a time spent basis, a fixed fee basis, a capped fee basis, a staged fee arrangement or under a conditional fee arrangement.

Where fees are charged on a **time spent basis**, time is ordinarily recorded in six-minute units with reference to the hourly rate of the person undertaking the work. These rates will be set out in your Client Engagement Letter and/or Scoping Letter. We may increase our hourly rates, for example at the start of a new financial year. We may also increase our rates if your instructions change, for example if the matter we are working on for you becomes more urgent. We will give you advance notice of any increases.

Where a task takes less than six minutes of a person's time (such as writing a short or standard letter or email or making a phone call), the time spent is rounded up to six minutes. Chargeable time may include preparing for and taking meetings, correspondence, reports and advice notes, taking telephone calls, drafting documents, undertaking compliance procedures and complying with regulatory responsibilities and documentation, file opening and closing, administration, travel time

and supervision. We reserve the right to charge where appropriate for receipt of incoming communications (to include emails, letters and other documents) at one half six minute of time (at the prevailing rate of the fee earner with conduct of your matter).

Any estimate of fees or overall costs is provided for guidance only unless expressly stated otherwise. Estimates are **not binding** and may change as a matter progresses or circumstances alter and you must pay all our charges even if they exceed any estimate.

Where we have agreed to act on a **fixed fee** or **capped fee** basis, then this will be stated in the Client Engagement and/or Scoping Letter. In such cases, if the assumptions on which the fixed or capped fee are based (as set out in those letters) change or prove incorrect we may increase our fixed or capped fee or switch to charging you on a time-spent basis. If we switch to charging on a time-spent basis, we will provide you with an estimate of our fees to complete the matter.

Conditional fees will only apply if we have entered into a Conditional Fee Agreement with you and this will be made clear in your Client Engagement and/or Scoping Letter at the outset of your transaction.

9.2 Disbursements and Expenses

In addition to our fees, you are responsible for disbursements and expenses incurred in connection with your matter. These may include Court fees, search fees, barristers' fees, experts' fees, enquiry agents' fees, valuation fees, property search fees, registrar's fees, travel and accommodation costs and, where necessary travel or work means that standard mealtimes are missed, reasonable subsistence costs, together with other third-party charges. Your Client Engagement and/or Scoping Letter may contain some more information pertaining to anticipated fees and disbursements. We will assume we have authority to incur these disbursements in the course of our work unless you expressly tell us otherwise. These will usually be charged with our fees but in some instances will be invoiced separately.

9.3 VAT

VAT is payable **in addition** to our fees and disbursements (where applicable) at the prevailing rate of VAT payable in accordance with UK legislation.

9.4 Payments on Account

We may require money on account before commencing work or during the course of a matter which will be set out in your Client Engagement and/or Scoping Letter. Such monies may be held as security against future invoices and disbursements and will be applied at the appropriate time during the course of your matter.

We are not obliged to use such money to pay our bills, but we may do so at our reasonable discretion.

We reserve the right not to proceed with work and particularly payment of disbursements without receiving the on account payments we have requested and to ask you to provide additional funds on account where the circumstances of your matter reasonably require.

9.5 Invoices, Charges and Payment to us

Invoices are payable in accordance with the payment terms specified on our Invoice unless otherwise agreed in writing and in default, on demand.

We may issue interim statute bills during the course of a matter. An interim statute bill is a bill that complies with the Solicitors Act 1974, and is a final, complete, self-contained bill of costs for the period for which it relates.

We may invoice you for disbursements and expenses for any period at any time, even after we have invoiced our fees for that period.

If invoices remain unpaid, we reserve the right to charge interest at a rate of 4% above the Bank of England base rate. If you pay late in addition to charging interest, we reserve the right to retain any documents, money or other property of yours in our possession until we have been paid in full.

Where we act for more than one client, liability for our fees and expenses shall be joint and several.

Even if someone else has agreed or been ordered to pay our charges (fees, disbursements and expenses), or you expect this to happen, you are still ultimately responsible for paying us. This **includes** where you are claiming back part or all of our charges from an **opponent in litigation**. Please note that an award of costs in your favour against another party does not waive nor alter your responsibility for payment of our fees and disbursements and these remain your primary responsibility. Whilst we will attempt to recover costs from the other party this can be difficult and we may invoice you before the conclusion of recovery proceedings. In this event you will have to pay the fees and expenses. Please note despite any recovery of fees, where you are VAT registered, you will have to pay the VAT element of our fees in any event. If our fees and any disbursements are not covered by on account payments, interim payments or interim bills we will retain costs paid by the other party and any interests these sums have accrued.

Where we are holding money which belongs to you on the client account (be that by you making a payment on account or we have received a payment for costs or damages from another party) we may, after providing you with written notification, use this sum as payment or part payment towards any outstanding invoice before returning any further balance to you.

Any payments requested by us must come **from you** and not from a third party unless we have previously agreed in writing before any funds are sent to us.

Where your invoice remains unpaid after a reasonable time has passed since the date of invoice then we may have to stop acting for you. In these instances, we will provide you with reasonable notice of our intention to stop acting and we may then suspend work and/or decline to act further for you and in which case we will notify the Court of our coming off record (where applicable).

Where we are providing **Probate and Trust services**, in accordance with professional guidelines and in addition to our time charges which are set out in our Client Engagement/Scoping Letter, we may also levy a **value or responsibility charge**. This is calculated by reference to a percentage of the value of the Estate. Those percentage values are as follows:-

- a) Where the Firm (which for the avoidance of doubt includes appointment of a Partner of the Firm or the Firm's trust corporation appointed by the Firm) is appointed as a professional **Executor** we will charge 0.5% of the gross value of the freehold and/or leasehold property comprised in the estate; and 1.5% of gross value the remainder of the estate; or
- b) In all other circumstances, we will charge 0.5% of the gross value of the freehold and/or leasehold property comprised in the estate; and 1% of the gross value remainder of the estate.

If you are not happy about an **invoice**, please follow our Complaints procedure (see section headed "Complaints"), however, you are entitled to ask the Court to assess our bill of costs under Part III of the Solicitors Act 1974, subject to certain time limits and conditions (and unless our retainer with you is expressly termed as a Contentious Business Agreement).

9.6 Client Account and Interest

We hold client money in accordance with the SRA Accounts Rules in a client account and kept separately from the firm's money. We do not hold your funds in a specifically designated deposit account unless we expressly agree to do so. Please note that we are required by the SRA to deposit monies in instant access accounts only. This means that the interest rate paid on monies in our general client account may not be as high as you can achieve by placing the money on deposit yourself. Please contact us if you wish to discuss making alternative arrangements.

Our client account is currently maintained with National Westminster Bank plc which is FCA regulated. We will never notify you of a change of these bank details by one method alone. We

are not responsible for any loss resulting from the failure of any bank. Our client account is in England and Wales and is covered by the Financial Services Compensation Scheme (FSCS). Funds held by us in our client account on behalf of clients who are individuals or small businesses **may** be covered by the FSCS, but you should be aware that the scheme only covers a limited amount of your deposit and with any authorised institution (which is at the date of these Terms £120,000 in aggregate **but please check** for the latest limits as these are subject to change). This limit applies per deposit or per institution. If you have your own account with the bank in question, then the FSCS would, in calculating the limit, aggregate the monies held in your name together with all funds belonging to you in our client account in that bank. In the event that it is necessary to make your claim under the FSCS scheme, we will be required to send your details to the FSCS. If you do not consent to this, please notify us in writing so that we may mark our records, otherwise in continuing with your instructions, we shall presume your consent. For more information visit the FSCS website www.fscs.org.uk.

Interest on client money is paid in accordance with our Interest Policy (a copy of which is available upon written request) but in summary, we pay you interest on your money held in our client account as follows:-

- a) We will pay interest when it is fair and reasonable to do so in all of the circumstances;
- b) We will pay a fair and reasonable sum calculated over the whole period for which any money is held;
- c) We will pay interest at the end of a matter unless an interim interest payment is appropriate (such as where we have held your money for an unusually long period of time);
- d) We will pay interest on all other monies held on client account including any monies we should have held in client account, but failed to do so;
- e) We will not pay interest on money held to pay professional disbursements;
- f) We will not pay interest on money that we have paid into client account as an advance from the firm to fund payment on behalf of a client or trust in excess of funds held for that client or trust;
- g) Nor will we pay interest if we have agreed with you to contract out of our obligation to pay such interest;
- h) Nor will we pay interest on monies that we are instructed to hold outside a client account in a manner that does not attract interest (for example, cash held in our safe); and
- i) We will not pay interest where the amount of interest calculated in accordance with the Interest Policy is less than **£50**.

The rate of interest at any time is available upon request in writing and will accrue on cleared funds only. It is compounded quarterly.

When any matter we are working on for you ends, we will take reasonable steps to return any related leftover money in our client account that is properly due to you (**residual money**). If we are unable to return funds due to outdated contact details or other circumstances beyond our control, we will make reasonable efforts to trace you, including written correspondence and where appropriate the use of tracing services. If after having taken reasonable steps, we are still unable to return the funds and the balance is £500 or less, we reserve the right to donate the amount to a Registered Charity of our choice in accordance with the SRA Accounts Rules. For balances exceeding £500, we will seek authorisation from the SRA before taking any such action. You may be able to reclaim any donated money later, subject to any legal time limits that may apply.

9.7 Cash Policy

We do not accept cash in any circumstances.

10. Consumer Cancellation Rights

If you are an individual who is not instructing us in connection with your business, you may have a legal right to cancel our agreement with you and receive a refund of any sums you have paid us in advance. You are likely to have these rights if we take instructions from you outside of our offices or at a distance, for example online or over the telephone.

Any cancellation rights will ordinarily expire 14 days after the contract is formed.

If you request us to begin work during the cancellation period, you remain responsible for fees incurred before cancellation.

11. Ending the Retainer

11.1 Your Right to Terminate

You may terminate your instructions at any time by giving reasonable written notice (which includes an email to the fee earner with conduct of your matter or to the Partner/Head of Department of the relevant Department).

11.2 Our Right to Terminate

We may cease acting where we have good reason to do so, for example, (but not limited to) if:

- a) Your insurer or funder refuses to further fund your case and we are unable to agree alternative funding arrangements; or
- b) You do not give adequate or reasonable instructions that enable us to continue to advise you; or
- c) You fail to pay your bill within a reasonable time of issue despite prompting; or
- d) A conflict of interest is discovered or arises which prevents us from continuing to act in the matter; or

- e) You fail to provide evidence of identity or the source of your funds or wealth or comply otherwise with our relevant anti money laundering checks; or
- f) If to proceed would otherwise be contrary to legal or regulatory duties or if the risk profile for your case has significantly changed; or
- g) If you experience an insolvency event (such as being judged bankrupt for example); or
- h) If you ask us to do something that would cause us to be professionally embarrassed; or
- i) To omit to do something that we tell you is a required course of action (an example would be if you are buying a Property with the benefit of a mortgage where we are also acting for your Lender and you subsequently ask us to withhold information that might affect that Lender's offer to you).

If you are an organisation (such as a Company LLP, Partnership or Unincorporated Association for example) we may also stop acting for you if:-

- a) You threaten to cease carrying on business or cease trading;
- b) You are deemed for the purposes of any law to be unable to pay your debt as they fall due or otherwise become insolvent;
- c) You enter into an agreement with your creditors more generally;
- d) You take steps in relation to your winding up administration dissolution or reorganisation whether out of Court or otherwise or by voluntary arrangement scheme or otherwise;
- e) A liquidator trustee and bankruptcy judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer is appointed in respect of any of your assets for your business;
- f) Should you have any security over any of your assets enforced; and
- g) You apply for a moratorium under Part A1 of the Insolvency Act 1986.

We will give you reasonable notice if we intend to stop acting for you.

11.3 Payment on Termination

You remain liable for all fees, expenses and disbursements incurred up to termination as well as any charges we incur after termination, for example in transferring your file to another adviser or removing ourselves from the Court record.

11.4 Lien

We may retain any documents, deeds, money and other items that we hold relating to any matter we are working on for you, pending payment of outstanding sums.

12. Limitation of Liability

12.1 Liabilities Which Cannot Be Excluded

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot lawfully be limited or excluded.

12.2 Losses for Which We Are Not Responsible

Subject to clause 12.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, for:

- a) indirect or consequential losses;
- b) loss arising from delays or events that are outside our reasonable control (including but not limited to transport or communication failures, the consequences of terrorist attack, failure of our IT systems, or damage to our offices, storage facilities by explosion, fire, flood, natural disaster, malicious or negligent act or accident);
- c) losses caused by the acts or omissions of third-party service providers properly instructed on your behalf;
- d) losses arising from the use of email or electronic communications, provided we have taken reasonable security precautions;
- e) losses arising from cybercrime, interception fraud or bank mandate fraud outside our reasonable control;
- f) losses caused by the failure or insolvency of any bank or financial institution; or
- g) losses arising from compliance with our legal and regulatory obligations, including anti-money laundering or crime prevention requirements; and/or
- h) (where we are advising you as a business customer) liability for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.3 Reliance on Other Advisers

Where another professional adviser, consultant or third party also bears responsibility for any loss suffered by you, our liability shall be limited to the proportion which it is just and equitable for us to pay having regard to our responsibility for the loss. The inability of any co-liable party to meet a claim for any reason will not increase the amount of our liability and our liability will not be increased as a result of any exclusion or limitation of liability of any other liable party.

12.4 Limitation Cap

Unless otherwise agreed in writing, our aggregate liability to you in relation to any one matter of instruction shall not exceed £15,000,000 including interest and costs. Please note that this cap is our aggregate liability to both you and to any other client for whom we are instructed in that matter.

Any agreed limitation applies to our aggregate liability arising in contract, tort (including negligence), for breach of statutory duty or otherwise.

If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

Notwithstanding anything to the contrary in these Terms of Business, including this clause 12.4, our maximum liability to you for any and all claims arising out of or in connection with the use of Digital Tools for all loss or damage including for costs, damage, expenses, liabilities, interest, penalties or fines is limited to £5,000 in aggregate.

Should it be deemed necessary to provide a legal undertaking in your matter, our liability to you, as to the extent to which such an undertaking in the firm's name can be enforced, is limited to £15,000,000. Undertakings given by or on behalf of LLPs cannot be enforced by the Courts as the practices in themselves are not officers of the Court and therefore cannot be compelled by the Court to perform the undertaking, award compensation or become subject to potential contempt proceedings in respect of the undertaking. The provision of legal undertakings in your matter is in accordance with our undertakings policy (details of which are available upon written request).

12.5 No Personal Liability of Staff

All services are provided by our partners, members, employees and consultants on behalf of George Ide LLP which is a Limited Liability Partnership.

No individual partner, member, employee, consultant or agent assumes personal responsibility to you for work undertaken in connection with your matter, and you agree not to bring any claim personally against any such individual in relation to any loss or damage suffered arising from our services. Any such individual shall be entitled to rely upon and enforce the protections and limitations contained in these Terms.

13. Complaints and other Concerns

We are committed to providing a high standard of service. If at any stage you have concerns or wish to make a complaint, please inform the person handling your matter straight away about the nature of your concern. If you do not feel comfortable speaking with the individual handling your matter, then you can contact Paul Lewis, our Complaints Partner, directly via email

paul.lewis@georgeide.co.uk, by telephone on 01243 812408 or by post at 52 North Street, Chichester, PO19 1NQ, who will then deal with your concerns as a formal complaint under our Complaints Policy (a copy of which is available upon request).

If you do have concerns, it is important that you raise them with us as soon as possible. If, for any reason, we are unable to resolve the problem between us, and your complaint relates to the legal services the firm provide, then it is open to you to refer your concerns to the **Legal Ombudsman** within 1 year of the act or omission you are complaining about or you becoming aware of the act or omission. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. In certain circumstances the Legal Ombudsman may accept a complaint outside of these timescales and further information about that is available from their website. You can write to the Legal Ombudsman at Legal Ombudsman, PO Box 6167, Slough, SL1 0EH, or by email on enquiries@legalombudsman.org.uk, or call on 0300 555 0333 but we recommend you check their website: www.legalombudsman.org.uk to verify these contact details before writing to them (these details are correct at the date of these Terms).

The Legal Ombudsman deals with concerns about the level of service which a client has received. Clients can report suspected professional misconduct to the **SRA** - examples of professional misconduct include dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can find out how to do this at www.sra.org.uk/consumers/problems. The SRA Compensation Fund provides certain protection if a solicitor fails to pay money owed to a client or is dishonest. Rest assured, we do not anticipate any such problems arising in your matter but if you would like to learn more about the SRA Compensation Fund you can do so on the SRA website at www.sra.org.uk/consumers/compensation-fund.

If your complaint relates to our investment advisory service and we have not been able to resolve your complaint via our complaints procedures you may be entitled to refer the matter to the Financial Ombudsman Service. (which is a free, independent body set up to settle disputes between financial businesses and their customers). You must refer the matter to the Financial Ombudsman Service within **6 months** of the date on our final response letter. You can find out how to do this at www.financial-ombudsman.org.uk. You can write to the Financial Ombudsman Service at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR; or call on 0800 023 4567 or 0300 123 9123 but we recommend you check their website: www.financial-ombudsman.org.uk to verify these contact details before writing to them (these details are correct at the date of these Terms).

While we are regulated as a firm of solicitors by the SRA (and the FCA in respect of certain services), if you have a complaint about how your personal information is being used which we

have not been able to address you may also be able to make a complaint to the **Information Commissioner's Office** (ICO) directly. The ICO are the UK's supervisory authority in charge of upholding information rights in the interest of the public. You can learn more about the ICO and personal data rights from the ICO's website www.ico.org.uk.

14. Financial Services and Insurance Mediation

We are authorised by the Financial Conduct Authority in relation to certain limited insurance mediation activities. These activities include arranging:

- defective title insurance;
- legal expenses insurance; and
- property indemnity policies.

We do not undertake a fair analysis of the insurance market.

15. File Storage and Retention and other Documents

We retain files in accordance with our file retention policy. Typically, we keep your file relating to each instruction for seven years calculated from the date of your final bill, after which it may be destroyed – although please note that this does not apply to any original legal documents such as property deeds, signed agreements, wills, LPAs or share certificates. Some departments operate electronical files only and may not retain paper files. If we both agree, we may retain certain files for a longer time period. We will also always keep a small amount of information after file closure and destruction for limited purposes, for example to enable us to undertake conflicts of interest searches in the future to comply with our professional duties.

Files relating to claims for children, patients, or a property transaction with lender involvement where that lender has specified a different retention period as part of their instructions to us will be kept for longer. Your Scoping Letter will specify where a different file retention period to the standard seven-year period will apply.

If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you we will not normally charge for the retrieval although we reserve the right to do so in certain circumstances where appropriate, and will discuss this with you in advance of retrieving the said file. If we retrieve your file from storage for another reason, we may reasonably charge you for:

- a) time spent retrieving the electronic or paper file and producing it to you;
- b) reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved file; or

- c) providing additional copies of any documents; or
- d) administrative fees charged to us by external storage providers for the retrieval process.

Our usual practice is to send all original documents to you after the conclusion of your matter, although we will store original deeds and documents for you by arrangement only which must be agreed in writing before those documents are stored. Where we do agree to retain original documents for you, it remains your responsibility to ensure you update us with your contact details and instructions relating to those documents and we reserve the right to charge you, within reason, for time spent trying to trace you and/or update our instructions to retain such documents if you fail to do so.

16. Referrals, Outsourcing and Audits

We may:

- refer you to third party providers;
- outsource certain administrative functions; and
- permit external audits for accreditation or compliance purposes.

Any outsourced provider will be subject to confidentiality obligations.

17. Successor Firm

If the firm merges with another practice, or transfers its business to another entity, another LLP or a company (any of which are called a 'successor firm') then the engagement between us will not be terminated as a result. You agree that the successor firm will automatically be appointed by you to ensure continuity of service. Both the successor firm and you may rely on the Client Engagement Letter, Scoping Letter and these terms as setting out the continuing terms of the engagement. If confirming action is required by you, then we will take any steps necessary to enable continuity of service, for example, by the appointment of the successor firm to act for you on the record in litigation.

18. General Provisions

18.1 Third Party Rights

Nobody else has any rights under these terms, except our staff. These terms are between you and us. Other than our staff (see paragraph 12.5), nobody else has rights under these terms or can enforce them. Neither of us will need to ask any other party to terminate or change these terms.

18.2 Severability

If a Court invalidates some of these terms, the rest of them will still apply. If a Court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

18.3 Paragraph headings

The paragraph headings are for easy reference and do not affect the meaning of these terms.

18.4 Governing Law

These terms are governed by English law, and you can bring claims against us in the English Courts.