

## **TERMS OF BUSINESS**

(June 2018)

### **Introduction**

The purpose of this document is to confirm the arrangements between us. Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.

A few notes about these Terms:

- (a) All references to the phrases “we”, “us”, “our”, “George Ide”, “firm”, “LLP” and the like should (unless the context otherwise provides) be read and construed as referring to George Ide LLP. Please see section 1 below for further details on George Ide LLP.
- (b) These Terms will have been sent to you with a letter of engagement specific to your matter. If these Terms conflict with any specific details which we have set out in that letter, then the terms of that letter of engagement will prevail over these Terms.

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## **1. Our Business Details**

George Ide LLP is a Limited Liability Partnership registered in England and Wales (number OC336392).

George Ide is a trading name of George Ide LLP.

Our Registered office is at 52 North Street, Chichester, West Sussex, PO19 1NQ.

George Ide LLP is registered for the purposes of Value Added Tax ("VAT"). Our VAT number is 931224849.

Any reference to the "Partners" or a "Partner" refers to a member of George Ide LLP or to an employee or consultant with equivalent standing and/or qualification.

## **2. Business Hours and Locations**

We are normally open between 9.00am and 5.15pm Monday to Friday (excluding Bank Holidays in England and Wales). We will do our best to accommodate appointments outside of these hours upon reasonable request.

We operate from several offices:

- Our Private Client and Wealth Management departments are situated at 52 North Street, Chichester, PO19 1NQ;
- Our Personal Injury, Family and Litigation departments are situated at Lion House, 79 St Pancras, Chichester, PO19 7GE;
- Our Real Estate, Business Services and Residential Property departments are situated at 61a North Street, Chichester, PO19 1NB; and
- Our Finance and Administration Department is at 44 North Street, Chichester, PO19 1NF.

## **3. Our Responsibilities**

In respect of our work with you, we will:

- communicate with you in language that you understand;
- review your matter regularly;
- advise you of any changes in the law that affect your matter;
- advise you as soon as we are able to, of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter;
- advise you at the outset as to the likely costs involved and update you as appropriate; and
- treat you fairly and respectfully in all of our dealings.

## **4. Your Responsibilities**

In respect of our dealings, you will:

- provide us with clear, timely and accurate instructions;
- provide all documentation and information that we reasonably request in a timely manner, and

- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party.

## **5. Service Levels and Frequency of Communication**

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 will discuss the likely timescales with you at the outset of your transaction. We will discuss with you details of anything that we think may affect those timescales as soon as possible after they come to light.

In respect of all communications:

- With regard to written correspondence, we aim to deal with this promptly and within 14 days. We treat emails in the same way; and
- With regard to telephone calls our intention is to respond to all calls within 48 hours.

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 would 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.

The costs of your matter will be set out in our letter of engagement. We will keep you apprised of the costs of your matter and let you know as soon as we are able if anything 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.

Please note that in some cases we will invoice you at intervals during the course of your matter and, again, we will discuss this with 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.

## **6. Banking**

We hold all client money in National Westminster Bank Plc., which is regulated by the FCA. Please note that we are not liable for any losses you suffer as a result of any banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme ("FSCS").

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account the limit remains £85,000 in total.

Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.

The FSCS also provides up to £1,000,000 of short-term protection for certain high balances, e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of 6 months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

## **7. Regulated Services**

George Ide LLP is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN ("the SRA"). This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website ([www.sra.org.uk](http://www.sra.org.uk)) or by calling 0370 606 2555. The firm is also Authorised and Regulated by the Financial Conduct Authority ("FCA") 25 The North Colonnade London E14 5HS. Details can be found on the FCA website [www.register.fca.org.uk](http://www.register.fca.org.uk) (Firm Reference Number 497625).

## **8. Professional Indemnity Insurance**

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our Registered Office or made available on request.

To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. You consent to disclosure by us even if the documents and information are confidential and/or subject to legal professional privilege.

## **9. Limitation of our Liability**

Our maximum aggregate liability to you in your matter will be £15,000,000 including interest and costs unless we expressly state a different figure in our letter confirming your instructions. 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.

We will not be liable for:

- losses that were not foreseeable to you and us when this contract was formed; and/or
- losses not caused by any breach on the part of the firm; and/or
- business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.

George Ide LLP is a Limited Liability Partnership. This means that the firm's Members are not personally liable for any acts or omissions by the firm, unless the law requires otherwise. This does not limit or exclude liability of the firm for the acts or omissions of its members.

We can only limit our liability to the extent the law allows. In particular, we cannot and do not limit our liability for death or personal injury caused by negligence.

Please ask if you would like us to explain any of the terms above.

## **10. Storage and Retrieval of Files and other data**

After completing the work, we will be entitled to keep all your papers, deeds and documents while there is still money owed to us for fees and expenses. Thereafter, unless you ask for them to be returned to you, we will keep your papers for the period stated in the table as set out in Schedule 1.

Some departments operate on a "paperless" basis which means that we will store your file electronically only, apart from original documentation which we will return to you. We currently do not charge for storage.

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.

If we retrieve your file from storage for another reason, we may charge you for:

- time spent retrieving the electronic or paper file and producing it to you;
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved file; or
- providing additional copies of any documents.

In the event that you do not want your file to be destroyed, please inform us in writing before the conclusion of your matter.

## **11. Outsourcing**

Sometimes we ask other companies or people to carry out work on our files to ensure that it is done promptly and in the most cost-effective manner. 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.

## **12. External Auditing and Due Diligence**

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. Rest assured that it is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.

Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of a new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

### **13. Terminating Your Instructions**

You may end your instructions at any time by giving us reasonable notice in writing (which includes via email in this case) to the Fee Earner with conduct of your matter, or the Partner with overall supervision of the Department in question. We can retain all of your papers and documents while any of our charges or disbursements are outstanding.

We can only decide to stop acting for you with good reason and we must give you reasonable notice, save for in certain circumstances we may be required to suspend or terminate the retainer between us without giving you any notice period.

Both our and your responsibilities during the course of our dealings are set out in the sections above. Please keep in mind that our work for you is a collaborative process for which we do need you to engage with us. Thus, if you do not give us instructions within a reasonable timeframe following our asking for them, or if you fail to pay promptly monies reasonably requested, or fail to pay an outstanding invoice within the due period, we may decline to act for you any further.

In addition, if you ask us to either do something that would cause us to be professionally embarrassed, or indeed to omit to do something that we tell you is a required course of action (so, for example, if you are buying a Property with the benefit of a mortgage and we have accepted instructions to act for you and your lender, and you subsequently instruct us to withhold information that might affect the lender's offer to you), then again, we may have to decline to act for you at that stage.

We will, of course, always look to do our best for you, however in the unusual event that we do cease to act for you, we will do so only with good reason and on giving you the appropriate notice.

If you or we decide that we should stop acting for you, you are liable to pay our charges both up until that point and any reasonable additional costs that are incurred, in order to terminate our retainer, together with any disbursements incurred or that cannot be avoided at that point in your matter. These are calculated on the basis set out in our letter confirming your instructions.

### **14. Cancellation Rights - The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

In circumstances where we do not meet you at the beginning of the retainer or we meet you anywhere other than at our offices, you have a right to cancel your contract with us within 14 days of receiving these Terms of Business.

You can cancel your instructions to us by post, fax or e-mail to the office from where the letter accompanying these Terms of Business originated. Alternatively, you can simply make clear your desire to cancel the contract orally or by telephone to the Fee Earner concerned.

This 14 day period is often referred to as the "cancellation period". If your instructions are urgent and require immediate action, then we will proceed in accordance with those instructions and commence our work for you during this "cancellation period". This will not prevent you from exercising your right to cancel, but will mean that you will be obliged to pay for that element of the costs that are incurred before the right to cancel is exercised.

## 15. Data Protection

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 Ian Oliver, a Partner contactable on 01243 812421, [ian.oliver@georgeide.co.uk](mailto:ian.oliver@georgeide.co.uk) or at our St Pancras office) as the firm's representative for the purposes of data protection legislation.

We use the information you provide primarily for the provision of our services to you and for related purposes including:

- compliance with legal and regulatory obligations and good practice, e.g. identifying clients and verifying their identity;
- gathering information as part of investigations by regulatory bodies;
- ensuring business policies are adhered to (such as policies covering security and Internet use);
- operational reasons, such as recording transactions, training and quality control;
- ensuring the confidentiality of commercially sensitive information;
- statistical analysis;
- preventing unauthorised access and modifications to systems;
- updating and enhancing client records;
- analysis to help us manage our practice;
- statutory returns;
- ensuring safe working practices, monitoring and managing staff access to systems and facilities and staff absences;
- staff administration and assessments, monitoring staff conduct, disciplinary matters; and
- credit reference checks via external credit reference agencies.

Our use of your information is subject to your instructions, data protection legislation, other relevant legislation and our duty of confidentiality. 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.

Information may be held at our offices and those of any service providers, representatives and agents, as described above. We have security measures in place to seek to ensure there is appropriate security for information we hold.

Under data protection legislation, you have a right of access to the personal data we hold about you.

We may, from time to time, send you information that we think might be of interest to you. If you do not wish to receive that information, please notify our office, preferably in writing.

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. This service is based within the UK.

We will always treat your personal data with the utmost respect. For further information, please also see our current Privacy Notice which is available on our website – <https://www.georgeide.co.uk/privacy/>



## **16. Prevention of Money Laundering and Terrorist Financing**

We are required by law to confirm satisfactory evidence of the identity of our clients and, sometimes, people related to them. This is because Solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

To comply with the law, we need evidence of your identity as soon as possible. This is explained in our letter confirming your instructions. Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:

- with your consent, or
- as permitted by or under another legislation or enactment.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, the law may prohibit us from telling 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.

Subject to the section regarding 'Limit of liability' above, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the Money Laundering and/or Terrorist Financing legislation in date from time to time.

## **17. Authority to Act**

Where our instructions are to act on behalf of a Limited Liability Company, a Limited Liability Partnership, Trust, Unincorporated Association, 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.

In addition, we may ask for further information on the status of your organisation, undertake searches at Companies House or using other proper information providers to verify your organisation (and your position in it) and ask questions of you about your role, authority to bind your organisation and for details of those with control and influence in the organisation. We may have to stop working on your matter until we have obtained sufficient information to confirm that you are placed to give instructions for and bind your organisation into any legal arrangements.

## **18. Confidentiality**

The information and documentation you provide us is confidential and subject to legal professional privilege unless:

- stated otherwise in this document or our letter confirming your instructions (e.g. in relation to prevention of money laundering and terrorist financing); or
- we advise you otherwise during the course of your matter.

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. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication. 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. If you would like to see and/or discuss a copy of those notices, please do let us know.

## **19. Receiving and Paying Funds**

In line with our obligations pursuant to legislation, our policy is only to accept cash sums up to £500 per instruction. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of funds.

Any payments requested by us must come from you and not from a third party unless we have previously agreed.

Please be aware that we do not notify changes to important business information, and in particular bank account details, by email. If you receive any such email from us, please ring and speak with the Fee Earner with conduct of your matter or someone in our Finance Team as soon as you can, and before you arrange for any funds to be sent to us. Subject to the section regarding Limitation of Liability, we cannot accept responsibility for any loss you suffer as a result of failing to abide by these protocols.

Where we have to pay money to you, it will be paid by cheque or bank transfer. We cannot make payments to a third party, even if you authorise this. When we are arranging to send funds to you, we will ask you to provide us with your instructions including your Bank details. Again, we cannot accept these instructions via email for security reasons. We may send you a Surplus Proceeds Authorisation Form which we will ask you to complete and send back to us as a hard copy. We will not be able to send funds to you until we have those details back as a hard copy, even if you also send them via email. Please note, we may also telephone you to verify those details with you again as an extra security measure before we remit any funds to you.

## **20. Our Bill**

You are liable to pay costs and Disbursements as set out here and in our letter confirming your instructions ("Letter of Engagement") together with any updates we provide to you during the course of your matter. Disbursements are costs to other providers for which you are liable, such as Counsel's fees, search fees and the like.

We may also discuss costs with you at our initial meeting, but our expected costs and Disbursements will always be set out in writing.

In respect of Probate and Trust services, in accordance with professional guidelines and in addition to our time charges which are set out in our Letter of Engagement, 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:-

- Where we are appointed as Executors:
  - 0.5% of the value of the freehold and/or leasehold property comprised in the estate; and
  - 1.5% of the remainder of the estate.

- Where we are not appointed as Executors:
  - 0.5% of the value of the freehold and/or leasehold property comprised in the estate; and
  - 1% of the remainder of the estate.

Our fees are exclusive of VAT which will be added to our bill at the prescribed rate. Disbursements may also be subject to VAT which will payable in addition as and when applicable.

Bills should be paid within 30 days. We may charge interest on overdue bills at 4% above the base rate of National Westminster Bank plc. from time to time in force.

We may cease acting for you if an interim bill remains unpaid after 20 working days' or if our reasonable request of a payment on account of costs is not met.

You do have the right to challenge or complain about our bill. Please see the 'Complaints' section for details of how to complain about our bill.

You have the right to challenge our bill by applying to the Court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is 1 month from the date of delivery of the bill. If the application is made after 1 month, but before 12 months from delivery of the bill, the Court's permission is required for the bill to be assessed.

Unless there are special circumstances, the Court will not usually order a bill to be assessed after:

- 12 months from delivery of the bill;
- a judgment has been obtained for the recovery of the costs covered by the bill;
- the bill has been paid, even if this is within 12 months.

We can keep all your papers and documents while there is still money owed to us for fees and expenses.

## **21. Payment of Interest**

Our interest policy explains our approach to paying interest where we hold money in client account for a client, person funding all or part of our fees, trust or person to whom a stake is to be paid (when we hold money as stakeholder).

You can ask us to send you a copy of the full interest policy, but in summary:

We will:

- pay interest when it is fair and reasonable to do so in all the circumstances;
- pay a fair and reasonable sum calculated over the whole period for which any money is held.

We will not pay interest:

- on money held to pay a professional disbursement, once the intended recipient has requested that we delay in paying them;
- on money that we have paid into client account as an advance from the firm to fund a payment on behalf of a client or trust in excess of funds held for that client or trust;

- if we have agreed with you to contract out of our obligation to pay interest;
- on monies that we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe; or
- where the amount of interest, calculated in accordance with this policy, is less than £20.

We will pay interest on all other monies held in client account, including any monies we should have held in client account, but failed to do so.

We are required by the Solicitors Regulation Authority (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.

Interest will be paid at the conclusion of the matter.

## **22. Foreign Account Tax Compliance Act**

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 our letter confirming your instructions.

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.

## **23. Consumer Credit Services**

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.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any consumer credit services you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

## 24. Complaints

We are, of course, fully committed to providing you with high quality legal advice and to take care of you as our client. If you are unhappy about any aspect of the service you receive or about the bill, please do contact our Complaints Partner, Ian Oliver on 01243 812421, [ian.oliver@georgeide.co.uk](mailto:ian.oliver@georgeide.co.uk) or at our St Pancras office. We have a written procedure that sets out how we handle complaints which we will share with you on request.

We have 8 weeks to consider your complaint. If we have not resolved it within this time, you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman's contact details are:

Address: PO Box 6806, Wolverhampton, WV1 9WJ;  
Telephone: 0300 555 0333 (please see their website for hours of availability);  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Please keep in mind that normally, you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint, or within 6 years of the occurrence of the act or omission about which you are complaining (or if outside of this period, within 3 years of when you should reasonably have been aware of it).

The Legal Ombudsman deals with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman, e.g. Charities or Clubs with an annual income of more than £1m, Trustees of Trusts with asset value of more than £1m and most Businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bill.

## 25. Insurance Distribution Activity

As an authorised professional firm, George Ide LLP is authorised by the FCA. 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 FCA. The Register can be accessed via the FCA website at [www.fca.gov.uk/firms/systems-reporting/register/search](http://www.fca.gov.uk/firms/systems-reporting/register/search) or by contacting the FCA on 0800 111 6768.

Any complaint that you may have about any service provided by the firm should be directed to the Complaints Partner, Ian Oliver (whose details you will find in the 'Complaints' section of these Terms of Business).

In relation to insurance matters, you do have a right to complain to the Financial Ombudsman Service. In relation to legal matters you have a right to complain to the Legal Ombudsman, PO Box 6806 Wolverhampton WV1 9WJ.

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.

## **26. Equality and Diversity**

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. We have a policy in place to address these important matters and do contact us if you would like a copy of our equality and diversity policy.

## **27. Applicable Law**

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh Courts.

## **28. Future Instructions**

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

## **29. Cyber Crime Warning Notice**

Scams and cyber threats are becoming increasingly common. As we have already stated in these Terms of Business, we do not notify changes to important business information, such as bank account details, by e-mail.

Should you have any doubt about the authenticity of a communication purportedly coming from George Ide LLP or any of our Partners or Staff, please contact the person managing your matter by telephone as soon as you can, using any of the numbers available on our website.

Criminals are known to target solicitors firms in an attempt to alter bank details and thereby divert funds. They also have been known to intercept and/or alter emails before they reach you. Please be aware that e-mails may not be a secure method of communication and:

- Should not be used for sensitive and confidential information unless you accept the risks we have set out in these Terms of Business; and
- If you think someone may have interfered with an e-mail, we need you to contact the firm by telephone as soon as you are able. For security reasons, ensure that you get our number from our website or as is set out in the section above. Do not rely on the contact details that are contained in the suspicious email that you wish to report, as these may have been tampered with.

**SCHEDULE 1 – FILE STORAGE TABLE**

We store files for a minimum period set out below (calculated from the end of the month that your matter is concluded including the recovery of costs if applicable) on the understanding that we can destroy them thereafter:

	<b>Type of Work</b>	<b>Retention Period</b>
1.	Sale of a Residential or Commercial Property (either where the whole legal title is disposed of or where the Seller retains part of the Property)	15 years
2.	Purchase of a Residential Property; Commercial Property or Development Site (otherwise than pursuant to a complex arrangement)	15 years
3.	Complex Property arrangements (Overage Agreement; Option Agreements; Pre-emptions; Covenants; Easements and complex Property Agreements)	25 years
4.	Granting a Lease of a Commercial or Mixed Use Property	15 years or the length of the Contractual Term of the Lease (whichever is the longer)
5.	Other Commercial Landlord & Tenant matters; Residential lease extensions; Deed of variations of Leases; of the Grant of a Lease other than by way of a sale for value; Transfers of equity; Equity Release schemes or Declarations of Trust in a Residential Property	15 years
6.	Secured Lending work for refinancing and restructuring (either Commercial, Mixed Use or Residential Properties)	15 years or the initial term of the Mortgage (whichever is longer)
7.	Original Property or Business related deeds and documents (for example, but not limited to, original Leases, Transfers, Overage Agreements, Option Agreements, Share Purchase Agreements and Disclosure Bundlers)	Deeds will not be destroyed and will be held in our storage facility for you unless and until you instruct us otherwise.
8.	Corporate Acquisitions or Disposals (whether including Real Property or not)	20 years

	<b>Type of Work</b>	<b>Retention Period</b>
9.	All other Corporate matters including, but not limited to matters of governance	15 years
10.	Probate and administration where the whole estate is wound up and distributed; Trust administration where the whole trust is wound up and distributed; Tax compliance, Trusts and Estates; and Inheritance Tax planning matters (except those that include the preparation of Trust Deeds or the Transfer of real Property	7 years
11.	Wills; Lasting Powers of Attorney (“LPA”) and Trust Deeds	These will not be destroyed and will be held in storage for you unless and until you instruct us otherwise.
12.	Court of Protection matters	The lifetime of protected party plus 7 years (from the date of death)
13.	Matrimonial matters where there is a continuing obligation exists or from the determination of any such obligation	These will not be destroyed.
14.	Matrimonial matters where no continuing obligation exists or from the determination of any such obligation	7 years
15.	Any matter involving a Minor	When acting for a minor, 7 years from their eighteenth birthday (unless a personal injury claim that falls within one of the categories in box 15 below)
16.	Personal Injury claims where the Claimant is a Patient; or an award has been made for periodical payments or provisional damages	The lifetime of the Claimant
17.	All other litigation matters	7 years
18.	Any Investment matters	7 years
19.	All other work types	7 years