



13th Floor, Piccadilly Plaza, Manchester, M1 4BT

TERMS OF BUSINESS

1. TERMS OF BUSINESS

This document ('Our Terms' or 'These Terms'), together with our 'client care' letter for each matter we work on, forms our entire agreement with you to provide legal services ('our Agreement'). It is an important document and should be read carefully. If you are unsure of any part of These Terms you must contact us for clarification before we begin work for you.

Unless expressly agreed otherwise, Our Terms apply to each matter we work on with you. We may change these terms and conditions from time to time and will notify you of this in writing if we do so.

2. ABOUT US

We are a private limited company registered in England & Wales with company number 13696365. Our registered office is Brulimar House, Jubilee Road, Middleton, M24 2LX. We may from time to time use the word 'partner' to refer to senior staff member but this does not mean that they are necessarily a Director of the company.

We are a firm of solicitors authorised and regulated by the Solicitors Regulation Authority (SRA) and our legal services under this agreement are regulated by the SRA. Our SRA number is 835136. You can find out more about the SRA and view the professional rules which apply to us on the SRA website: www.sra.org.uk. Please note that owing to our professional duties as solicitors there are some limits on what we can do to help clients achieve their goals. We cannot, for example, break the law, act in a conflict of interest, mislead the Court or act in a manner deemed 'unethical' by our regulator.

We are not authorised by the Financial Conduct Authority. However, solicitors are able to provide certain financial services incidental to their legal work while regulated by the SRA. We are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register. Further information would be provided to you in advance of such work on our part including providing you with a statement of demands and needs.

3. BUSINESS HOURS

The hours of opening are between 9.00am and 5:00pm from Monday to Friday. Appointments could be arranged if required with telephone calls being manned from 9:00am to 1:00pm and 2:00pm to 5:00pm. In case of emergency, email info@gordonhoffman.com. The office will be closed on weekends and all Bank Holidays

4. SERVICE LEVELS

We will update you if there is any matter affecting your claim by telephone or in writing. Where your matter is dealt with by us on one of our 'no-win, no-fee' arrangements, such as a Conditional Fee Agreement, we reserve the right to limit general enquiries made by you which fall outside the scope of that retainer. This can include, but is not limited to, daily or weekly updates requested by you which otherwise do nothing to progress your case. In this regard we will charge you for this additional work at our standard hourly rate. We will explain to you the legal work required as your matter progresses

5. OUR RESPONSIBILITIES

We will:

- Treat you fairly and with respect
- Communicate with you in plain language
- Review your matter regularly
- Advise you of any changes in the law that affect your matter
- Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.
- Provide you with a service in a manner which protects your interests in your matter, subject to the proper administration of justice;
- Ensure we have the resources, skills and procedures to carry out your instructions;
- Ensure the service we provide to you is competent, delivered in a timely manner and takes account of your needs and circumstances;
- only enter into fee agreements with you that are legal, and which we consider are suitable for your needs and take account of your best interests;
- inform you whether and how the services we provide are regulated and how this affects the protections available to you;
- provide you with the benefit of our compulsory professional indemnity insurance and we will not exclude or attempt to exclude liability below the minimum level of cover required by the SRA Indemnity Insurance Rules;
- ensure you remain in a position to make informed decisions about the services you need, how your matter will be handled and the options available to you;
- keep you about the likely overall cost of your matter;
- properly account to you for any financial benefit we receive as a result of your instructions;

6. YOUR RESPONSIBILITIES

You will:

- Comply with these Terms
- Provide us with clear, timely and accurate instructions
- Provide all documentation and information that we reasonably request in a timely manner
- Safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party
- Not require us to work in an improper or unreasonable way
- Not deliberately withhold information or deliberately mislead Gordon Hoffman Limited or any Barrister or expert instructed by them or the court attend all hearings, both internal and at Court requested by your Solicitor
- Agree to be polite and courteous with all staff of Gordon Hoffman Limited.
- tell us straight away of any change in your contact details; pay all of our bills and other charges in accordance with These Terms; not ask us to do anything which would breach our legal, professional or regulatory duties;
- give us authority to act on your behalf in connection with your legal matter including incurring expenses on your behalf and instructing other professional advisers or similar.

7. DATA PROTECTION

We will collect information about individual clients and organisation clients' staff and keep this on our computers, in our email, in cloud storage and on paper for a certain period of time. The main reasons for this are to:

- deliver the legal services we have agreed in contract to provide to you. For example, we may use your information to write letters on your behalf or prepare legal documents to help you with your matter;
- comply with the law. For example, as solicitors we have to perform 'conflicts of interest' checks for new cases against a list of current and former clients. We also have a legal duty to report suspicious activity to the National Crime Agency ('NCA') if we suspect money laundering.

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).

Where personal data is obtained solely in order to comply with the Money Laundering Regulations then it will not be used for any other purpose without the individual's consent, unless such additional use is required by law.

As a client we may in the future send you a newsletter or similar. We find that most clients find this helpful. We rely upon the 'legitimate interest' we have in maintaining contact with former clients to do this in data protection law and your agreement for the purposes of the Privacy & Electronic Communications Regulations (which can be implied under these Regulations). However, we will never share your information with third parties to market to you and will not contact you about non-legal services. We will make it quick and easy for you to 'opt out' of future communications in every communication we send. If you already know that you don't want to receive these messages then you can opt out now by emailing us via our website.

Your information may be kept on computer servers within the UK or the European Union. If at any point information is stored on computer servers 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.

We do not use your personal information to make 'automated decisions' which affect you. Generally speaking, we will not share your information with third parties unless this is part of the work on your legal matter. For example, lawyers frequently may need to send certain information about clients to other lawyers working on the matter, to Court or to government bodies. In rare circumstances we sometimes need to make reports of suspicious activity to the NCA. We do also work with some trusted contractors or consultants who may have access to your information such as service providers or copiers. All contractors have a contract with us which requires that your information be accessed appropriately and kept confidential (among other data protection requirements). Similarly, we may occasionally need to share client matter information with our professional indemnity insurers and their advisers. If you instruct us jointly with another client then it will be necessary to share certain information relevant to you with the corresponding joint client in order to fulfil your instructions to us.

While we reserve the right to destroy non-original material at any time after the conclusion of your matter, we generally retain files for a period of 6 years after payment of the final bill and then destroy them thereafter. At the end of a case, original documents will be returned to you but if we both agree we may retain certain originals for longer than this time period. We will also always keep a small amount of information after file closure to do conflicts of interest searches in the future to comply with our professional duties.

We do normally have a right to payment of any outstanding costs before releasing a whole file to you but individuals may arguably have a separate right under the UK data protection legislation to access certain 'personal data' without charge. This may include having it in a particular electronic format ('portable' format).

Our general contact details are set out in our covering letter and the contact details for our information officer can be found on our website. Contact this individual if you want to exercise one of your data protections 'rights' and in particular if you wish to complain about how your personal data is being used or wish to request that our records about your personal information be corrected or deleted.

While we are regulated as a firm of solicitors by the SRA 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. You can learn more about the ICO and personal data rights at: www.ico.org.uk.

Our use of that information is subject to your instructions, the Data Protection Act 2018 and General Data Protection Regulation 2016 (GDPR) and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. Under data protection

legislation you have a right of access to the personal data that we hold about you.

8. COMPLAINTS

All claims, complaints and disputes arising out of or in connection with the Services ("Disputes") will be resolved pursuant to this paragraph.

To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows: (a copy of our full complaints procedure is available on request)-

If you have any complaint or observation (good or bad) about our service, please say so.

Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.

If this does not resolve it satisfactorily, tell the Supervising Director responsible for your case.

If this does not resolve it satisfactorily, contact info@gordonhoffman.com to ensure prompt and thorough investigation of any complaint.

If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act or omission took place before 6 October 2010 or was more than 6 years ago).

Contact details:

The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to:

enquiries@legalombudsman.org.uk

You have the right to object to your bill by making a complaint to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 and, if all or part of our bill remains unpaid, we may be entitled to charge interest.

Nothing in this Terms of Business shall prevent you at any time from referring any Matter to the body or bodies for the time being charged with the regulation of solicitors.

9. CONFIDENTIALITY

Please also refer to our Privacy Policy/Statement when reading this section.

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 and/or we advise you otherwise during the course of your matter.

We may use the information which you provide, or which we obtain through our dealings with you, or others for the provision of Services to fulfil our contractual obligations to you or the legitimate interests of you, ourselves and others.

We cannot absolutely guarantee the security of information communicated by email or mobile phone or stored on the cloud. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication and storage.

10. CHARGES AND EXPENSES

You are liable to pay our charges including our fees for our time spent, disbursements and tax (including VAT on our time spent). Our method of charging may be based upon an hourly rate or a fixed fee. We will explain whether we are charging on an hourly rate or fixed fee basis together with the details of our hourly rates in our 'client care' letter.

Our time spent on a matter is calculated in six-minute units rounded up to the nearest full six-minute unit of time. For example, short or standard letters, emails and phone calls may require less than six-minutes of a fee earner's time but will still be charged as one six-minute unit. Each six-minute unit is the equivalent of 10% of our hourly rate.

Grade A Partners, Solicitors and Legal Executives with over 7 years post qualification experience, with at least 7 years' litigation experience and other staff of equivalent experience: £325.00 plus VAT

Grade B Solicitors and Legal Executives with over four years' post-qualification experience and other staff equivalent to such, with at least 4 years' litigation experience: £250.00 plus VAT

Grade C Solicitors and Legal Executives and other staff of equivalent experience: £195.00 plus VAT

Grade D Paralegals and Trainee Solicitors and other staff of equivalent experience: £125.00 plus VAT

The Basic Charges will be subject to review from each successive anniversary of the date of the agreement with us.

In addition, it may be necessary for us to pay any monies expended on your behalf known as disbursements, such as court fees, Barrister's fees, investigation fees or expert's fees to third parties which are in addition to our profit costs. We ask that such expenses are paid in advance and we will advise you of the proposed amount as soon as we are aware of the same. If you have provided monies to us on account of costs and disbursements, we will use such monies to discharge such expenses and may then invite you to provide further monies on account of costs and disbursements.

No-Win, No-Fee Arrangements

If we are acting for you under the terms of a Conditional Fee Agreement (CFA), Collective Conditional Fee Agreement (CCFA), otherwise known as a 'no-win, no-fee' agreement, our regulator, the SRA, like us to inform you, the Client that you are primarily responsible for paying our charges and expenses.

Even if you are successful, the other party may not be ordered to pay all of your charges and expenses or they may not be recoverable in full. You will have to pay the whole, or as appropriate, the balance of our charges and expenses. If you have Legal Expenses Insurance policy, your legal expenses insurer will indemnify you in respect of any costs which are not recoverable from the other side, provided that they have been reasonably incurred and provided that they are within the limits of indemnity of your legal expenses insurance policy. We will advise you immediately if we believe that the limit may be insufficient and arrange alternative insurance where possible.

While we expect to have open communications with clients throughout all transactions, regardless of how they are funded, the no-win, no-fee retainer does not extend to those communications which do nothing to further the transaction. Unless there is very good reason, then you should expect to be updated at least every 28 days (or sooner where the transaction permits). Therefore, we cannot engage in routine communications every few days as this is time we are unable to cost against a final bill under the no-win, no-fee retainer. Therefore, where we do experience communications with you which do nothing to further your case, we will have to charge for these as communications which are ancillary to the no-win, no-fee retainer, and these charges will be calculated at our usual hourly rate which is detailed below.

Fixed Fee

If we have agreed to deal with the matter for you on a fixed-fee basis. The amount of fixed fee we will charge you for the work is detailed within the Client Care letter, including how much we are charging and the work we will do, including any specific stages of a transaction.

Please note that the fixed fee we have quoted to you is expected to cover for the amount of time ordinarily required for the type of work and transaction. We have quoted the figure because we are able to use our experience in determining the approximate timescale and amount of work needed, including input from other file handlers and administrative staff across the firm.

While we expect to have open communications with clients throughout all transactions, regardless of how they are funded, the fixed fee does not extend to those communications which do nothing to further the transaction. Unless there is very good reason, then you should expect to be updated at least every 28 days (or sooner where the transaction permits). Therefore, we cannot engage in routine communications every few days as this is time we are unable to cost against a final bill under the fixed fee. Therefore, where we do experience communications with you which do nothing to further your case, we will have to charge for these as communications which are ancillary to the fixed fee agreement, and these charges will be calculated at our usual hourly rate which is detailed below.

Unless expressly stated otherwise within the client care letter, if we agree to work with you on a fixed fee basis and your instructions are terminated (either by you or because we have grounds to terminate under These Terms) we reserve the right to charge you the full fixed fee. At our absolute discretion, we may alternatively agree to reduce our fee to a sum equivalent to what our charges would have been for the work actually undertaken on a time spent basis applying our standard hourly rates

Hourly Rate

When charging on an hourly rate basis we may at the beginning of your matter provide an estimate of the total costs for your matter or for reaching a certain stage in the matter. Similarly we may publish on our website estimates of our costs or automated quotes. These are estimates only and we may provide you with updated estimates as a matter progresses. The costs estimate is not a cap. You remain liable for all charges whether our original estimate is exceeded or not

We will send interim invoices at agreed points. Should you fail to discharge the invoice within the time indicated on the invoice, then we reserve the right to terminate our instructions in order to avoid incurring any further costs.

We reserve the right to vary our hourly rates, for example at the start of a new year. We will give you advance notice of any proposed change. If we feel it is necessary to vary our hourly rates due to the nature of your instructions changing (such as in respect of the urgency of the matter) we will notify you of this and agree an appropriate alternative hourly rate with you.

We may require a payment on account of our costs prior to beginning work on your matter and in order to continue work for you. We are not required to use a payment on account of costs to fund interim bills but reserve the right to transfer monies paid on account of costs for payment of outstanding charges upon the raising of a bill.

Legal Expenses Insurance

If you have Legal Expenses Insurance policy, your legal expenses insurer will indemnify you in respect of any costs which are not recoverable from the other side, provided that they have been reasonably incurred and provided that they are within the limits of indemnity of your legal expenses insurance policy. We will advise you immediately if we believe that the limit may be insufficient and arrange alternative insurance where possible. We have explained to you that at this stage, we will not take out a policy of Legal Expenses Insurance and will not do so unless, for example, we are required to issue Court proceedings.

If you do not have appropriate legal expenses insurance policy cover, we may be able to agree with you an alternative charging arrangement, such as a Conditional Fee Agreement (no-win no-fee). This may need to be linked with an "after the event legal expenses insurance policy". We will discuss this with you separately once we have considered information and documentation which you provide to us to enable us to advise on the best means of funding your claim. We shall, however, be entitled to our costs under these terms of business up to the date of any Conditional Fee Agreement and these terms shall apply to any such agreement.

11. VALUE ADDED TAX (VAT)

We are obliged to add VAT to our charges at the rate that applies when the work is done.

Where both parties to a particular action are VAT registered then the Court will not allow recovery of VAT between the parties. Therefore, you are required to pay VAT on the element of costs and disbursements that we recover from the losing party. You will then seek recovery of the VAT element in your subsequent VAT return.

There may be other expenses, termed disbursements, for which you will be responsible, including payments we make on your behalf such as court fees, fees for expert reports and Barrister's fees. VAT may be payable on such expenses. Payment for such disbursements will normally be deferred until the conclusion of the case and, if your claim is successful, it will be recovered from your opponent in the case or covered by your insurance policy. We cannot, yet, estimate our total costs, as we cannot yet fully assess the merits of your case, the work needed to prove liability, causation and the value of your claim. This will depend on the other side's attitude, the complexity of the evidence and law which may arise. Costs will be covered by your LEI insurer and/or your CFA and will not fall to be paid by you as long as they fall within the limits of indemnity of your policy or CFA agreement is not terminated by you. If costs fall to be paid by you

at any time, you are entitled to ask the court to assess those costs. Gordon Hoffman Limited is registered for VAT purposes.

12. OUR BILLS LIABILITY

Unless agreed otherwise in writing we may raise a bill on an 'interim basis' (so before the end of your legal matter) which may include disbursement only bills. Paid interim bills will be credited against your final bill.

If you are receiving or anticipate receiving assistance with funding from a third party in connection with your legal matter you nonetheless remain liable for the payment of our charges in accordance with These Terms. This includes where you are seeking to claim back part or all of our costs from an opponent in litigation.

Should we become liable for further expenses incurred on your behalf after sending you our final bill we reserve the right to raise a further bill for these costs.

Our bills are payable upon receipt by you. We may charge interest on unpaid bills at a rate of 8% above the Bank of England's base rate. Interest will begin to run prior to securing judgement.

If you do not pay our bills we reserve the right to cease further work for you and to withhold from you any information or items relating to your matter until full payment has been received (subject to such information that may be available to you under data protection laws).

It is a condition of these instructions that you agree to receive a bill via electronic means such as email.

If you wish to complain about our bill you can follow our complaints procedure (see below). You may also ask Court to assess our bill of costs under Part III of the Solicitors Act 1974 subject to certain time limits and conditions.

If we are instructed by more than one person then the obligation to pay our bills will be joint and several (otherwise the rights and obligations shall be several).

13. INTEREST

Our interest policy explains our approach to paying interest where we hold money in client account for a client. This is a summary of the relevant part of our interest policy. 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.

For cleared funds paid into general client accounts, the practice shall account for interest unless one of the following circumstances applies:

- (a) The amount of interest calculated on the balance held is £20 or less
- (b) The client money was held in cleared funds in client account for a period of five working days or less.

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

Interest shall be calculated and paid in accordance with this policy. The amount of interest will be at the rate available from HSBC Bank on an instant access savings account for the average balance that was held for the client calculated on a daily basis.

The rate of interest available on client account is significantly lower than the rate of interest which can be obtained on other bank or building society accounts. This reflects the fact that immediate access is required to client accounts in order to comply with the accounts rule and to facilitate the smooth completion of transactions.

It is unlikely that the funds will attract as much interest as if you had invested those funds yourself.

Interest will be paid before deduction of tax. It will be the recipient's responsibility to declare interest received to HMRC.

We will usually account to you for interest arising under our policy at the conclusion of your matter but might in some cases consider it appropriate to account to you at intervals throughout.

Where we pay money by cheque to a recipient who delays in paying the cheque into their bank, we will pay additional interest only where it is reasonable in all the circumstances to do so, for example, if the cheque has been sent to an incorrect address.

14. PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

As a firm of solicitors, we must comply with different legal and regulatory requirements aimed at preventing crime. You agree to co-operate with us in order to verify your identity, your business structure (if applicable), organisation history (if applicable) and sources of income and other matters relevant to discharging our legal and professional duties in this respect. This may include attending our offices with identification and other documentation for verification but could also involve disclosure of more personal information such as bank statements and evidence of income. We are grateful to our clients for their understanding and patience while we discharge our professional duties. If it is not possible to attend our offices lawful alternatives will be considered with you.

In appropriate cases we may need to report information about you or your matter to the National Crime Agency and in such an event we would be prevented by law from informing you of this fact. We therefore must reserve the right to halt progress of your case and to temporarily retain any client money held pending compliance with our professional duties without any further notice or explanation to you.

There are strict limits on how we may operate our client account (used to hold money on a client's behalf in connection with a legal transaction). We generally do not accept cash. We cannot offer a banking facility and there are limits on the manner in which funds can be paid into and out of our client account.

15. PROFESSIONAL INDEMNITY INSURANCE AND LIMITATION OF LIABILITY

As a firm of solicitors we are required to maintain professional indemnity insurance up to a certain limit in order to protect clients (subject to the terms of the policy) in the unlikely event of a mistake being made in a case. If you feel that we have made a mistake in your case and that you have or will suffer loss or damage as a result you must inform us straight away. Contact details and details of the territorial coverage for our professional indemnity insurers are available upon request from the individual handling your case.

Working with a solicitor may also provide protection to a client in certain circumstances if a solicitor fails to pay money owed to the client or is dishonest resulting in a loss to the client. Obviously 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: www.sra.org.uk/consumers/consumers.page

You agree to the limits on our liability set out in These Terms and that these are reasonable in all the circumstances.

For the avoidance of doubt, nothing in These Terms seeks to exclude or limit our liability in respect of our liabilities which cannot lawfully be excluded or limited, such as in respect of death, personal injury, fraud or fraudulent misrepresentation. The following terms should therefore be read subject to this.

We will not be liable for any special, indirect or consequential loss or damage of any kind (whether foreseeable or known or not) including loss of profit, revenue, income, business, opportunity, goodwill or similar economic loss or damage.

We shall not be liable to you for any loss or damage arising as a result of 'force majeure' (that is, if we are unable to perform any of our services as because of a cause beyond our reasonable control).

We will not be liable for any loss or damage of any kind arising as a result of complying with our legal and regulatory duties, such as delays or disclosures arising in the context of compliance with anti-money laundering legislation.

We will not be liable for any services or product provided by any third party even if instructed by us on your behalf or utilised by us in the provision of our services to you.

We will not be liable in respect of any losses arising from the failure of any bank with whom client funds have been deposited.

We will not be liable to anyone who is not our client in respect of professional negligence. These Terms confer no rights on any third parties. The Contracts (Rights of Third Parties) Act 1999 shall not apply.

We may from time to time agree with you a liability cap for any given matter. This will ordinarily be agreed in our 'client care' statement before beginning work on the relevant matter. We will not cap our liability below the minimum amount of the professional indemnity insurance cover solicitors must have in place to insure against mistakes, currently £3 million incorporated firms. Where a liability cap is agreed, it will apply to our aggregate liability to both you and to any other client for whom we are instructed in that matter. The cap will apply whether the liability arose by reason of negligence, breach of contract, breach of statutory duty or otherwise and whatever the type of loss or damage arising (subject to the limits on our abilities to lawfully exclude and limit liability as detailed above).

Services are provided by our lawyers for and on behalf of our law firm. You agree not to bring any claim against any of our staff including principals (i.e. partners / members / directors) in connection with any loss or damage suffered in connection with our services. Please note that this does not restrict your rights to compensation in appropriate cases from our insurers or from us as a law firm.

We will only provide advice on matters within the scope of our instructions. We appreciate that this places limits on how we can help but it is important that we do not stray into areas beyond our expertise.

Please note in particular therefore that (unless explicitly stated otherwise within your client care letter) tax advice, advice on the law of jurisdictions outside of England & Wales and financial, accounting and commercial advice is outside the scope of our instructions. This means that we will not provide you with any advice on these matters or any other matters outside of the scope of our Agreement with you. We will not take account of any goals sought in respect of matters outside the scope of our Agreement with you even if a relevant issue arises during the course of our work together. You may therefore wish to seek separate specialist advice if you would like assistance with matters outside of the scope of our work together.

16. TERMINATING INSTRUCTIONS

You may terminate your instructions to us at any time by telling us in writing. We may also bring our instructions to an end at any time, if we have reasonable grounds to do so, by informing you in writing. We will give you reasonable notice of our intention to stop working with you. Examples of when we may bring our instructions to an end include a breach by you of your obligations under our Agreement such as to give us timely instructions or to pay our charges or requests for payment on account on time. Other examples include where the solicitor client relationship of trust and confidence has broken down, where we discover a conflict of interest, where to proceed would otherwise be contrary to legal or regulatory duties, where the risk profile for your case significantly changed or if you experience an insolvency event.

When instructions are terminated you will be liable for our charges including fees for time spent, disbursements and tax incurred (or which it will be necessary to incur) up to the point of termination being notified. We also reserve the right to charge you for any costs incurred after notice of termination if we need to transfer your file to another adviser or remove ourselves from the Court record.

Subject to any applicable data protection rights which may apply, we are entitled to withhold our full file of papers until any charges owed to us have been paid. We retain all intellectual property rights in the advice which we provide and the documents which we prepare but permit you to make use of such work for the purposes of your particular matter only.

In some circumstances a 'consumer' client (but not a business or an individual instructing us in a business capacity) may have a right in law to

cancel our agreement without becoming liable for our fees. Such rights may arise if we take instructions from you outside of our offices or at a distance. If the cancellation rights apply then we reserve the right to not start work on your matter until 14 days from the date of entering into this agreement i.e. until after the 'cooling off' period has passed. If you do not wish to wait this long then you can instruct us to proceed within the cooling off period but you will then be liable from that point for our fees whether you wish to cancel within 14 days or not. In appropriate cases we will provide you with full instructions on how to exercise your right to cancel as an annex to your 'client care letter'.

17. STORAGE AND RETRIEVAL OF FILES

After completing the work, we will keep our file of your papers (electronically stored) for up to six years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them six years after the date of final bill.

18. EQUALITY AND DIVERSITY

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

19. SEVERABILITY

If any provision or provisions of our Agreement including These Terms is / are found to be unlawful, void or otherwise unenforceable then it is agreed that the remainder of our Agreement including These Terms shall remain valid and enforceable.

20. 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.