

OUR TERMS & CONDITIONS OF BUSINESS

1 INTRODUCTION

We aim to offer all our clients quality legal advice with a first class, personal service at a fair cost. As part of this commitment and in line with the professional rules of the Solicitors Regulation Authority (SRA), our regulatory body (www.sra.org.uk), and The Law Society (www.lawsociety.org.uk) we set out in this document, and the Client Retainer letter, the terms that will govern our relationship with you and the basis on which we will provide legal services to you. This constitutes a legally binding contract between you and us.

We are committed to promoting equality and diversity in all our dealings with clients, third parties and members of the Firm.

When we refer to 'you' and 'your' we mean the person identified as our client in the Client Retainer letter; any reference to 'we', 'us', 'our' or 'Firm' means Stradbrooms Solicitors or any successor firm.

'Client Retainer letter' shall mean any letter or email confirming that we are acting on your behalf and the terms on which we shall act for you.

2 OUR COMPANY DETAILS, BUSINESS ADDRESS & HOURS OF BUSINESS

Stradbrooms Solicitors is the trading name of Stradbrooms Global Limited, registered in England & Wales (Company registration number 08179767). A list of director(s) is available for inspection at the registered office.

Our registered office address is Tower 42, Level 5, 25 Old Broad Street, London EC2N 1HN.

Our normal hours of business are between 9.00 am and 5.00 pm on weekdays. Messages can be left on the answer phone outside those hours and appointments can be arranged at other times when essential to the needs of our clients.

3 OUR RESPONSIBILITIES

3.1 Responsibility for your work

The Client Retainer letter confirms the name and status of the fee-earner with daily responsibility for your work and any other members of the team who may be involved, together with the name of the Partner identified as the overall supervisor of your matter, the Supervising Partner.

We try hard to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

Our duty of care and responsibility will be owed to only the named individual(s) or corporate entity referred to as our client in the Client Retainer letter. We will not be advising anyone else in relation to your matter nor will we accept instructions from anyone else. If there is a lender involved in the transaction, we owe a separate duty of care to the lender, which may in some circumstances override our duty owed to you.

Where we act for a corporate entity (such as a company, LLP or statutory body), we undertake no duty of care to any other person such as the director(s) / member(s) / shareholder(s) of that corporate entity.

Only the named individual(s) or corporate entity referred to as our client in the Client Retainer letter may rely on any advice we give as part of the instruction. We accept no responsibility or liability to any third party.

Our advice in relation to any instruction is provided to you solely for your purposes and must not be disclosed to any third party without our prior written consent.

All of our advice is given on the basis of the laws of England and Wales only. To the extent we advise on documents governed by the laws of other jurisdictions, we will not be advising on any specific implications of the laws of those jurisdictions.

3.2 Standards

3.2.1 As part of our commitment to providing you with the highest level of service, we shall:

- represent your interests
- keep your business confidential (subject to limited exceptions as outlined below)
- explain in plain English and as succinctly as possible, the issues raised in your matter and the legal work that may be required
- discuss with you the possible outcomes of your case, including the prospects of a successful outcome
- consider with you the likely degree of financial risk that you may be taking on
- keep you regularly informed of progress
- provide you with copies of relevant correspondence or summarise the contents of such correspondence
- deal with all communications as promptly as possible
- provide you with regular and timely costs updates
- send you interim bills, normally on a monthly basis, to help you budget for non-Fixed Fee work.

3.2.2 Matter updates

As part of our commitment to constantly improve the quality of our service and client care, you will receive regular progress reports by email and where possible by SMS.

3.3 Confidentiality

3.3.1 Solicitors have a professional and legal obligation to keep the affairs of the client confidential. However, this obligation is subject to a statutory exception. Legislation on anti-money laundering and counter terrorist financing has placed us under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency (SOCA) in line with The Proceeds of Crime Act (POCA) 2002 as amended from time to time.

3.3.2 Under the terms of POCA, solicitors are under a very strict duty to disclose to the appropriate authority any knowledge or reasonable suspicion that a client may be involved in a criminal activity. This could range from, for example, drug trafficking and money laundering to tax evasion and benefit fraud. If we do not make such a disclosure in these circumstances, we may be held guilty of an offence under the Act. We may not be in a position to inform you, the client, that a report has been made if it could assist in the furtherance of the criminal activity or disrupt any investigation into the crime.

3.3.3 This duty to disclose would override the usual professional privilege and duty of confidentiality that exists between a client and his or her solicitor. It is very important that you appreciate and understand this obligation.

3.3.4 As part of our quality assurance procedures your file may from time to time be reviewed by another member of the Firm or by an external auditor. In addition, we are subject to external audits in line with the requirements of the SRA to confirm our compliance with the Solicitors' Code of Conduct and the Solicitors' Accounts Rules. We will aim to obtain a confidentiality agreement with the third party. If you do not wish any information from your file to be made available in such circumstances, please let us know in writing. In the absence of any such notice your consent and authority to an audit or independent review will be deemed to have been given.

3.3.5 There is no confidentiality between joint clients. Unless you tell us otherwise in writing, we are authorised to reveal any information relating to your matter to any other professional adviser or any third party who is assisting you in relation to that matter.

3.4 Conflicts of interests

If during the course of a matter a conflict of interest prevents us from continuing to act for you, we shall inform you immediately and assist you in finding new legal advisers. You agree to pay our fees, disbursements and expenses to the date of any such transfer in accordance with these Terms & Conditions of Business and the Client Retainer letter.

3.5 Scope of Engagement

Our acceptance of this engagement does **not**:

3.5.1 involve an undertaking to represent you or any of your interests in any other matter

3.5.2 include responsibility to review your insurance policies to determine the possibility of coverage for any of your legal costs, for notification to your insurance carriers about the matter, or for advice to you about your disclosure obligations (excluding your disclosure obligations to your opponent in the case of litigation) concerning the matter under any applicable law

3.5.3 include responsibility to advise on any other branch of law which is not directly relevant to the matter on which you are instructing us

3.5.4 include advice on tax-related issues or the tax implications of any transaction, on pensions or pension-related issues or on employment related matters.

3.6 Commission / Referral

3.6.1 Commission

If we refer you to a third party, we may receive a commission and we will inform you accordingly, when relevant. Unless we have agreed otherwise with you, we shall act in accordance with SRA rules in respect of any commission payments received.

3.6.2 Referral

On conveyancing transactions, we may make a referral payment to the Estate Agent / Broker for referring you to us. Any such referral payment will be paid directly by us to the Estate Agent / Broker and you will not be charged separately for any such referral payment. Any such referral payment will be a cost to this Firm.

3.7 Disabled Access

If you propose to visit our offices and have any special needs, please advise us prior to your appointment. Stradbrooms Solicitors has limited disabled access facilities and in light of this we will instead, on notification of your proposed visit, arrange to come and meet you in a location better suited to your needs.

4 YOUR RESPONSIBILITIES

4.1 Your role

You can help us to do our best for you in a variety of ways. This includes:

- bringing all relevant papers to any appointment
- telling us if you have any special needs relating to the service you want to receive
- telling us at the start what you expect of us so that we can agree with you what is likely to be achievable
- providing us with all appropriate information
- telling us immediately if your expectations change
- telling us immediately if your circumstances change
- telling us immediately if you have personal time limits or targets which might not be obvious to us
- letting us know immediately if any advice we have given is unclear
- telling us if you wish to change our means of communicating with you
- keeping us informed of any changes to your contact details whilst you are a client of the Firm, as we may need to contact you urgently.

Please notify us in writing of any changes.

4.2 Client identification and verification

In line with the provisions of anti-money laundering legislation, we must hold on each file satisfactory evidence of the identity of each client. It is a condition of our acting for you that you have satisfied us that you have proved your identity. Details of evidence required can be found at Section 9.3.1 and in the Client Retainer letter.

4.3 Authority to instruct

Where we are taking instructions from a company, we will require evidence that the person instructing us, whose name appears on the Client Retainer letter, has the authority to act on behalf of the company.

4.4 Responsibility for our fees

4.4.1

Please note that you are responsible for paying our fees, disbursements and expenses whether or not a third party has agreed or been ordered to pay them. If you instruct us together with any other person or entity, you will be jointly and severally liable to pay our fees, disbursements and expenses with them.

If we act for a corporate entity (such as a company, LLP or statutory body), in the event that the corporate entity does not pay upon request our fees, disbursements and expenses then the director(s) / member(s) / shareholder(s) of the corporate entity personally agree to be jointly and severally liable to pay our fees, disbursements and expenses upon first request.

4.4.2

Payment of your costs by others under leases or contracts

If we are not paid by the person who should pay under the terms of the lease or contract, our cost is your responsibility. In our experience, however, it is very rare for these costs not to be paid as required by the lease or contract.

If payment is made in accordance with the terms of the lease or contract, we will not send you our bills unless you specifically request that we do so. In certain circumstances, the VAT on costs may be your responsibility, in which case, we will send you a VAT invoice.

5 COMMUNICATIONS

5.1

You acknowledge that we may communicate with you (or your nominated authorised representative) by post, facsimile, telephone or any electronic means (including email or instant messaging) as may be convenient in order to provide legal services to you from time to time. By signing or accepting our Client Retainer letter or by continuing your instructions to us you agree to our communicating by such means in delivering legal services to you.

5.2

Whilst we will take all reasonable and practical steps to ensure confidentiality you acknowledge that these means of communication (particularly by electronic means) are not necessarily secure. Documents sent to you by us by email will not be encrypted and it is your responsibility to protect your computer system/devices from viruses and the like which may be harmful. We accept no liability for any loss or damage suffered from such viruses which may be contained in any email from us. We cannot guarantee the security of emails or when they will arrive. We are not responsible for any loss or damage caused by emails arriving late or by email security being broken.

5.3

If you do not wish to communicate with us by electronic means, please advise the Supervising Partner in writing. We will then take all reasonable and practicable safeguards to communicate with you by other means, whilst maintaining confidentiality.

6 COSTS INFORMATION

6.1.1

We have agreed with you that we shall undertake our work for you on the basis of either:

- a quotation; or
- hourly charge rates for our partners, solicitors and other fee-earners.

The detail is provided in the Client Retainer letter. In the absence of any hourly rate charge stated, the rate specified at Section 6.8.7 shall apply.

6.1.2 Where applicable, VAT will be added to our invoice at the rate that applies when the invoice is raised. Currently VAT is 20%. Our VAT number is: GB 167 6158 79.

6.2 In respect of civil proceedings, please note that our charges are not conditional upon the outcome of the matter and will be due whether or not you are successful and they may be greater than the costs you can recover from your opponent.

If you are successful in the matter, it may be possible to obtain a contribution towards your costs from the opponent. However, please note that our full fees and disbursements will be payable by you whether or not an order is made against an opponent.

If you are unsuccessful in the matter, it is probable that the court will order you to pay your opponent's legal costs. However, please note that such costs will be payable by you and will be in addition to your liability to pay our full fees and disbursements.

6.3 Disbursements (expenses)

Solicitors have to pay out various expenses (some of which attract VAT) on behalf of clients, including land and probate registry fees, search fees, stamp duty, companies' house fees, photocopying charges, obtaining medical records, court fees, experts' fees and barristers' fee. We refer to such payments generally as 'disbursements'. Please note that:

- these costs are in addition to our fees and are not included in any estimate of costs or any agreed Fixed Fee
- unless agreed otherwise, in writing, we will require a payment in advance from you in respect of any searches or fees payable in relation to any disbursements
- we will have no obligation to you to pay these if, when asked, you have not provided us with the monies required. If we do pay such items on your behalf before payment is received from you, we will charge interest if payment is not received when requested.

For disbursements, in particular stamp duty, this Firm does not make part payments to third parties in respect of disbursements payable for your matter i.e. payment of stamp duty to HMRC. We only make payment when we are in receipt of the full monies to pay for the disbursement(s). If we are not in funds to pay for your disbursement(s) in full, interest may be payable to third parties for late payment of the disbursement, and you will be liable to pay the interest amount. This Firm will not be liable whatsoever for any interest and/or penalties due on late payment to third parties.

Our Client Retainer letter may provide the details of any potential disbursements relevant to your matter.

6.4 Monies on account held by us on your behalf

6.4.1 In the case of privately funded matters, as a matter of policy and unless otherwise stated, we require you to make a payment on account to enable us to progress your matter. In addition to the amount so specified and to the arrangements for invoices set out at Section 7 below, we reserve the right to require additional funds to be paid on account as reasonably required from time to time.

6.4.2 All monies on account will be placed in our client account and will be held in accordance with the Solicitors' Accounts Rules and the Solicitors' Code of Conduct.

We can only act in reliance upon payments you make to us once these are cleared funds in our client account.

6.4.3 You agree that we may send you invoices while the matter is unfinished and that the amount of each such invoice is then to be paid to us by you in full. For this purpose, we may set off monies held in client account on your behalf in part payment or full payment of any invoice that has been raised in your matter.

6.4.4 Unless otherwise agreed in writing, payments to us should be made from your bank account. Our client bank account is held with National Westminster Bank Plc. Further details are as follows:

Name of account:	Stradbrooms Global Limited t/a Stradbrooms Solicitors Client account
Branch:	PO Box 281, 156 Fleet Street London, EC4A 2DX
Account No:	61494712
Sort Code:	60-80-08
Reference:	Please quote our matter reference, which appears at the top of the Client Retainer letter, or your name / company name, or the property address or matter description.

6.4.5 Interest Policy on Client Account Funds - When monies are received on behalf of the client, it will be paid into the general client account currently held with National Westminster Bank and/or Metro Bank and/or Arbuthnot Latham who are the Firm's banks. The Firm's general client account will hold pooled amounts for different matters for its clients. These are held on an instant access account to facilitate the transaction.

SRA Accounts Rules Rule 7 deals with payment of interest on client money -

Rule 7.1 You account to clients or third parties for a fair sum of interest on any client money held by you on their behalf.

Rule 7.2 You may by a written agreement come to a different arrangement with the client or the third party for whom the money is held as to the payment of interest, but you must provide sufficient information to enable them to give informed consent.

By instructing this Firm, you agree to contract out of the provisions of Rule 7 (as amended from time to time). It is this Firm's policy that interest earned on the general client account belongs to the Firm. The Firm may at its absolute discretion pay the client interest or a sum in lieu of interest in respect of any client monies held for a client in the Firm's client account, depending on the sum involved, the length of the transaction and if client money has been held for over a 30-day period.

Other firms may offer different terms as to interest on client monies. You, as the client, are free to make your own enquiries, but this Firm does not pay interest on client monies.

6.4.6 Please note that we will not be liable for any loss of money due to banking failure and / or fraud.

6.5 Aborted matters

6.5.1 If, for any reason, we do not complete our work for you, we will be entitled to charge for work done and expenses incurred.

6.5.2 In the case of a quotation provided in our Client Retainer letter, our fees will be charged on a proportion of the overall fee agreed. By way of an example, for conveyancing matters, if the matter is aborted before we have received/sent contract documentation, we will charge 25 per cent of the fee quoted but once we have received/sent and considered the contract documentation, we will charge 75 per cent of the fee quoted.

In the case of banking transactional work, we will charge 25 per cent of the fee quoted once we have received the lenders' instructions and initial documents from the borrower/borrower's solicitor, but once we have received and considered the initial documents / title(s) and drafted the loan documentation, we will charge 75 per cent of the fee quoted, whether or not the matter proceeds to completion and whether or not draw down takes place.

If a fee quote has not been provided, we will charge on a time spent basis at the rate specified at Section 6.8.7.

In all such cases, the Firm shall have the right to exercise its reasonable discretion.

6.5.3 For any matters based on our hourly charge rates, we shall charge for our fees on the basis of the time we have already expended and costs incurred. Reimbursement of disbursements, if any, will be charged separately.

6.6 Costs Estimates

6.6.1 Where applicable, we will have provided you with an estimate of our costs in our Client Retainer letter. Depending on the nature of the matter, this estimate will cover:

- the costs for the overall matter; or
- the first stage of the matter; and
- it may include a limit of costs you wish us to incur before we review the position with you in advance of incurring any additional costs on your behalf.

The estimate is based on our initial understanding of the work that your matter will entail, which may change as the matter progresses. It is not always possible to provide an accurate estimate of anticipated costs in advance because the level of fees is, in part, dictated by the actions and responses of others involved, further instructions from you and unforeseen issues and/or complications, if any. Our Client Retainer letter will provide as much detail as is available at the time and we will keep you informed and review the situation with you. However, please note that any estimate does not in any way set an upper limit on the total costs for a given matter and it is not intended to be binding.

6.6.2 We will keep you informed of our costs as the matter progresses and, where relevant, agree with you any amendments to the estimate before we incur costs that would exceed the agreed estimate.

6.6.3 If you have elected to agree to costs up to an agreed limit or stage in your matter, once such a limit or stage is reached, we will contact you and cease all work subject, always, to any obligation we may have to the court, if relevant. Please note that you may risk incurring liability for the other sides/your opponent's legal costs in these circumstances. We will resume work once we have received your written authority to do so.

6.7 Quotation

6.7.1 If we have agreed with you that we shall undertake your matter on the basis of a quotation, our Client Retainer letter will confirm the detail, which will include a description of what we have agreed to do within the quotation and will specify any conditions which may be applicable.

6.7.2 In the event that unforeseen issues arise, or the matter becomes either unduly protracted or more complex than could reasonably have been anticipated at the outset, any work that has not been identified in the Client Retainer letter will be subject to an additional charge on the basis of our hourly charge rates. Should this become the case, we shall notify you in advance of incurring additional costs on your behalf, unless the matter is urgent and we are required to act in your best interest in which case we will proceed and notify you as soon as practicably possible.

6.7.3 In addition to our quoted fee, we will charge you an administration fee of £125 plus VAT per policy for any conveyancing policies we obtain for you and any Stamp Duty submissions we complete for you.

6.7.4 In addition to our quoted fee, we will charge you an administration fee of £35 plus VAT per bank transfer we carry out on your matter.

6.8 Hourly charge rate

- 6.8.1** If we have agreed with you that we shall undertake your matter on the basis of our hourly charge rates, our fees will be based on the time actually spent by our lawyers in respect of any work they carry out on your behalf. This is charged on an hourly basis and the rates that apply will be determined by the hourly rates of those lawyers who are engaged on your matter.
- 6.8.2** The current hourly rates for the lawyers handling your matter will have been set out in the Client Retainer letter.
- 6.8.3** Time spent on your affairs may include any of the following: considering, preparing, working and responding to papers and correspondence; considering emails / letters / documents received; meetings; making and receiving telephone calls; time spent travelling and waiting.
- 6.8.4** Routine letters sent and received are charged as six minute units of time (1/10th of an hour, 10% of the hourly rate), as is time spent on making and receiving telephone calls. Other letters, work carried out and attending to you and others will be charged on a time basis.
- 6.8.5** In addition to time spent, we may take into account a number of factors, including the complexity of the issues and/or the speed at which action must be taken. Whilst at the outset of your matter, we would normally expect all such factors to be covered by our hourly rates, if we feel that higher rates are justifiable, we will inform you accordingly and before we make any such increase.
- 6.8.6** From time to time, but at least annually, we may review the hourly rates. We will notify you in writing of any variation in the rate before it takes effect.
- 6.8.7** Unless otherwise stated in the Client Retainer letter, the standard hourly rates that we will charge you for work done on your matter shall be £350 per hour plus VAT for a Partner and £275 per hour plus VAT for any other solicitor.

7 INVOICES

- 7.1** Invoices are due for payment within 14 days of the invoice being sent to you, unless otherwise stated on the invoice. Late payment will result in interest being charged at the current judgment debt rate on the unpaid invoice amount. Interest will be calculated on a daily basis starting from 14 days after the invoice was sent, or otherwise as stated on the invoice.
- 7.2** Depending on the nature of your matter, we will normally send you interim bills, typically on a monthly basis, to assist you with your budgeting.
- 7.3** If you have any queries about our invoice, please contact the fee-earner who has been handling your matter. Should he or she be unable to answer your queries to your satisfaction please refer to Section 12 below for guidance.
- 7.4** If you fail to pay an invoice, we are entitled (subject only to our obligation to the court and our professional body) to cease acting for you in any matter in which we are instructed and to send you an account in respect of all work carried out to date. We are also entitled to exercise a legal right (known as a solicitors' lien) to hold your papers and documents until such time as our outstanding invoices are paid in full.
- 7.5** In the event that we are acting for you (or any of your companies or other entities) on more than one matter, we reserve the right to set off monies held by us on your behalf on one matter against an invoice raised and payable by you (or any of your companies or other entities) on another matter should you fail to make timely payment of our invoice. We will notify you before applying any set off.

8 OUR LIABILITY TO YOU

8.1 Professional Indemnity Insurance: Limitation on liability

- 8.1.1** Like all solicitors we have Professional Indemnity Insurance, under which we are insured against any loss caused by our negligence. Our current Professional Indemnity Insurance has a limit of £3 million.
- 8.1.2** You expressly agree to limit any single claim against this Firm arising from any one matter to a limit of £3 million.
- 8.1.3** We shall not be liable to you for any loss of business, profit, data, goodwill or reputation, loss of any anticipated savings or gains or any special, indirect or consequential loss, and/or for any loss, damage or delay arising out of our compliance with any statutory or regulatory requirement and if we are unable to perform our services as a result of any cause beyond our reasonable control.
- 8.1.4** We can only limit our liability to the extent the law allows.
- 8.1.5** The details of our insurer are available upon request.
- 8.1.6** You accept that you are dealing solely with Stradbrooms Solicitors and that there is no individual acceptance or assumption of responsibility by any director or employee or agent of Stradbrooms Solicitors personally for carrying out any work. No personal liability whatsoever is accepted by any director or employee or agent of Stradbrooms Solicitors in relation to your matter. By instructing this Firm, you agree that under no circumstance whatsoever will any director/shareholder/employee of the Firm be personally liable for any claim for costs/expenses/interest/loss/damage suffered by you/your company in relation to your matter, and any claim against the Firm will be limited to the extent of the Professional Indemnity Insurance held by the Firm and any claim will not exceed the level of cover in place at any given time. The Firm's liability is limited to the fullest extent permitted by law to the level of the Professional Indemnity Insurance in place.

8.2 Financial Services

If our work for you relates to a conveyancing transaction and it becomes necessary for defective title/indemnity insurance to be put in place, we must inform you that we primarily arrange such insurance through Countrywide Legal Indemnities, Guaranteed Conveyancing Solutions, Property And Land Information, Property Search Group and Zurich, but we are not contractually obliged to conduct business in this way. We receive no commission for doing so.

9 REGULATORY MATTERS

9.1 SRA

We are authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA number is 597774. Our services will be performed in accordance with the Solicitors' Code of Conduct as it is in force from time to time, details of which can be found on the SRA website at www.sra.org.uk. This firm is governed by the SRA Standards and Regulations (www.sra.org.uk/solicitors/standards-regulations/).

9.2 Data Protection

We will use information about you which you or other people have given to us, to provide legal services, for administration, for legal and regulatory compliance and for marketing, including telling you about our services, events and publications. Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality.

9.3 Anti-money laundering

9.3.1 Client identification and verification

We are required by law to carry out certain checks to verify the identification of our clients. Where we act for individuals, the requirements for each person are for us to take a copy of the following original documents, the detail of which shall then be confirmed by means of a soft footprint search:

- a. either your current passport or driving licence (providing it has a photograph); and
- b. a current utility or similar bill with your name and home address on it (which must not be more than three months old); where we are jointly instructed by a co-habiting couple, two different joint bills will suffice, one of which should be your council tax bill.

Where we are acting for a company or other legal entity, we will also need

- a. a copy of the constitution (usually Memorandum and Articles of Association)
- b. the formal certificate recording its incorporation
- c. a list of the shareholders/members, directors and secretary, together with the personal identification referred to above in respect of the two most active and current officers and the person instructing us (if different).

If you have not already provided these documents, please bring them with you to our offices at the earliest opportunity. Please remember that we reserve the right to not continue to work for you if you fail to prove your identity.

Any personal identification documents that we may receive from you may be provided to external agencies to conduct electronic money laundering and Know Your Client searches, and by providing us with your documents you consent to such searches being conducted.

As part of the due diligence checks we are required to carry out on our clients, we use an online identification and verification system. We will only pass on to you the cost we pay for these checks.

9.3.2 Payments by cash and personal cheque

9.3.2.1 To enable us to comply with anti-money laundering legislation and for general security reasons, under no circumstances will this Firm accept cash payments for payment of fees and disbursements.

9.3.2.2 Any payments to us must be by way of electronic bank transfer, banker's draft, or bank or building society cheque.

9.3.2.3 We will accept personal cheques to any value, subject to the limitations of 9.3.3 below. However, unless the entire payment is in settlement of our charges and any expenses, we reserve the right to allow five working days for these to clear before we are able to draw on them.

9.3.3 We can only receive monies if they relate to the conduct of legal work by us in connection with the matter we are dealing with on your behalf. We are not able to act as a banker by simply receiving and/or forwarding funds.

9.4 Equal Opportunities

The Firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees.

10 TERMINATION OF INSTRUCTIONS

- 10.1** You may terminate your instructions to us in writing at any time. You may decide to terminate your instructions for a number of reasons. For example, if you cannot give us clear or proper instructions on how we are to proceed, or you may decide through personal reasons not to proceed.
- 10.2** In some circumstances we may decide to stop acting for you, but only with good reason. For example, if we are professionally unable to follow your instructions, if you fail to provide clear and suitable instructions, if you fail to provide timely instructions to us by the deadlines we inform you of, if you do not pay an invoice by the due date, if you do not comply with our request during the course of your matter for a payment on account, or in the event of a breakdown in confidence between you and us.
- 10.3** We will normally give you reasonable notice that we will stop acting for you.
- 10.4** In the case of clients for whom we are acting on the basis of hourly charge rates, there are circumstances where we will request the court to approve our decision to stop acting. In such a circumstance we may need to provide otherwise confidential information to a Judge or other Court officer.
- 10.5** If you, or we, decide that we will no longer act for you, you agree to pay our fees for work completed up to the date we stop acting, together with any disbursements, on the basis set out above.

11 STORAGE/RETRIEVAL OF PAPERS AND DOCUMENTS

- 11.1** At the conclusion of your instructions you can request the return of your papers. Subject to our solicitors' lien, which entitles the Firm to keep all such papers and documents while there is money owing to us, we will return to you, at your request, your file of papers consisting of all correspondence sent and received on your behalf and copies of relevant documents produced and received during the course of your instructions.
- You are not entitled to and we will not deliver to you copies of internal emails, notes, memoranda, drafts and other documents prepared for our internal purposes.
- We will not provide to you an electronic copy of your file or any electronic material produced, sent or received by us on your behalf in any circumstance.
- We reserve the right to charge reasonable photocopying charges for any copies of papers/correspondence/documents requested by you.
- 11.2** If you personally collect all such documents, no charge will be made for collection. However, if you instruct us to send the documents to you or elsewhere or additional work is otherwise involved, we will be entitled to make an administration charge of not less than £25 plus VAT.
- 11.3** With the exception of any of your papers and documents which you ask to be returned to you, we will keep our file regarding your matter(s) in paper and/or electronic form for at least six years. The file is kept on the understanding that the Firm has the authority to destroy it six years after the date on which we advised you that your matter was completed or the instructions have come to an end howsoever or our last substantive correspondence with you. We will charge you not less than £35 plus VAT per matter as a contribution towards storage costs of your file(s). The Firm at its absolute discretion may charge you from time to time for ongoing storage costs for storage of your file(s). These charges may arise after your matter has completed. If, however, you wish us to not destroy your file(s) and to keep them in storage beyond the six year period, please tell us in writing and after the six years we will charge you a further annual charge for storage.
- 11.4** We reserve the right to charge you not less than £50 plus VAT administration fee for retrieving stored papers or legal documents, such as security/loan documents, Wills or pre-registration documentation. We also reserve the right to make an additional charge based on the time spent on reading papers, writing letters or other work necessary to comply with your instructions.

12 CONCERNS

- 12.1** We are confident of providing a high quality legal service to our clients. However, if you have any queries or concerns about work undertaken for you or about an invoice, please raise them in the first instance with the fee-earner who is handling your matter. If you cannot resolve matters on an informal basis with the fee earner, please speak to the Supervising Partner, Mr Randeep Jandu. Mr Jandu can be contacted at rjandu@stradbrooms.com.
- 12.2** It is important that you raise any concerns with us immediately. We value our clients and would like to know if you have reason to be unhappy with us.
- 12.3** If initial informal discussions fail to solve the problem, you should address your concerns by way of a formal complaint in writing to Mr Jandu, who will then provide his written response within 8 weeks.
- 12.4** We always aim to handle any complaint fairly and effectively. In the event that you do not feel, at the conclusion of our complaints handling procedure and after you have received the formal written response to your letter of complaint from Mr Jandu, that we have addressed your complaint to your satisfaction, if you are an individual, a small business ("micro-enterprise"), a personal representative of an estate, a residuary beneficiary of an estate, a charity/club with an annual income net of tax of less than £1million or a trustee of a trust with an asset value of less than £1million, you may have a right to refer your complaint to the Legal Ombudsman, who can be contacted on their helpline, 0300 555 0333 if calling within the UK, +44 121 245 3050 if calling from overseas, via email at enquiries@legalombudsman.org.uk or in writing to their address at Legal Ombudsman, PO Box 6167, Slough, SL1 0EH.

- 12.5** If your complaint relates to an invoice, you may also have a right to object to the invoice by applying to the court for an assessment of the invoice under Part III of the Solicitors Act 1974. We must advise you that if all or part of an invoice remains unpaid we are entitled to charge interest.
- 12.6** The Scheme Rules regarding raising a complaint with the Legal Ombudsman can be found at (as amended from time to time) <https://www.legalombudsman.org.uk/media/oughytel/scheme-rules-april-23-final.pdf>
- Ordinarily, the complainant must refer the complaint to the Legal Ombudsman no later than:
- one year from the act/omission; or
 - one year from when the complainant should reasonably have known there was cause for complaint.
- 13** **ANTI FRAUD NOTICE – AFFECTING EMAILS AND BANK DETAILS**
- Emails can be scammed / intercepted. Please note that this Firm's bank account details will not change during the course of a transaction/retainer and we will not change our bank account details via email. If you receive an email or phone call purporting to be from Stradbrooms Solicitors informing you that our bank details have changed, it is likely to be an attempted fraud. If this happens, please contact the solicitor or fee earner dealing with your matter immediately to verify before making any payments. We will not accept responsibility if you transfer money into an incorrect bank account.
- If we are required to send funds to you, please provide your bank details by post or in person or in a pdf attachment to an email. Please also call the solicitor dealing with your matter to confirm your bank details. We cannot take responsibility if money is transferred to the wrong bank account.
- 14** **JURISDICTION**
- Our Client Retainer letter and these Terms & Conditions of Business, which together constitute the Agreement between you and us, are to be construed pursuant to the laws of England and Wales. We and you agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter (including non-contractual disputes or claims).
- 15** **ENTIRE AGREEMENT AND VARIATION**
- Our Terms & Conditions of Business, together with the Client Retainer letter, comprise the entire Agreement between you and us and no variation shall be binding on us unless in writing and accepted by us. In the event of a conflict between these Terms & Conditions of Business and the Client Retainer letter, the Client Retainer letter shall prevail.
- 16** **AGREEMENT**
- 16.1** Unless otherwise agreed, these Terms & Conditions of Business apply to all instructions you give to us from time to time, subject only to any review by us. We continually review and revise our Terms & Conditions of Business, the latest copy of which is available on our website – www.stradbrooms.com. By continuing to instruct this Firm, you will be bound by any revisions to our Terms & Conditions of Business the latest of which will be available on our website.
- 16.2** Although your continuing instructions will amount to acceptance of our Terms & Conditions of Business and the Client Retainer letter/email, please sign and date or otherwise accept the Client Retainer letter/email to show that you understand the basis on which we will act for you. We may not be able to start work on your behalf until we receive the signed copy/your acceptance of the Client Retainer letter/email. Our work carried out for you on your matter will be chargeable as soon as we commence work and in some cases this may be before we have sent to you the Client Retainer letter/email or we have received your acceptance to the Client Retainer letter/email. If we do not receive any direct acceptance email from you, but we continue with your work with your instruction, you will be bound by our Terms & Conditions of Business.
- 16.3** If any of the terms of these Terms & Conditions of Business and or the Client Retainer letter/email becomes illegal, invalid or unenforceable to any extent then that term can and shall be severed from the remaining terms to the extent it is illegal, invalid or unenforceable and the remaining terms shall remain valid and enforceable.
- 16.4** No retainer between you and us is intended to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999. Accordingly, no third party shall have any right to enforce any provisions of the retainer between you and us.

This is an important document. Please keep this copy in a safe place for future reference.