

# A H BROOKS & CO

## TERMS OF BUSINESS

### 1. BUSINESS PREMISES AND HOURS

Our offices are located at Derby House, Derby Street, Leek, Staffordshire, ST13 6JG and Central Buildings, High Street, Cheadle, Stoke on Trent, Staffordshire, ST10 1AR and are open Monday to Friday between 9am and 5:15pm; We are closed on all Bank Holidays and on the Tuesday following a Bank Holiday, save for the May Bank Holiday. We also close over the Christmas period.

### 2. OUR RESPONSIBILITIES

We will:

- Listen carefully to what you want to achieve;
- Work with you to achieve your objectives, providing practical advice in plain English that is balanced to meet your specific needs;
- Discuss appropriate options and solutions with you;
- Review your matter regularly and keep you updated with the progress of your matter throughout;
- Treat you fairly and with respect;
- Advise you of any changes in the law that affect your matter;
- Advise you of any reasonable foreseeable circumstances and instructions that could affect the outcome of your matter;
- Use all reasonable care and skill in the provision of the legal services that you have requested from us.

### 3. YOUR RESPONSIBILITIES

You will:

- Provide us with all documentation and information that we reasonably request in a timely manner;
- If you do not provide us with the necessary identification documents, or any other information that we require, this may prevent or delay the progress of your matter;
- Provide us with clear, timely and accurate instructions;
- Tell us immediately if your instructions or any of the information that you have supplied to us changes;
- Safeguard any documents that might be required or relevant to your matter, including documents that you may have to disclose to another party.
- Pay our bills and any requested payments on account of costs in a timely manner.

### 4. SERVICE LEVELS AND COMMUNICATION

- Subject as follows the scope of the services is as described in the engagement letter, or other appropriate communication. We shall not be responsible for providing any advice or other service outside that scope.

- It is possible that relevant changes in law or regulation or its proper interpretation or application may occur after provision of the services or any aspect of them. Unless we have specifically agreed to the contrary in writing, we shall not be obliged to provide any advice in respect of such changes or their implications nor to revise, amend or qualify the services or any aspect of them that had already been provided when such changes occur.
- The services are provided to and for the benefit of you alone and for the purposes that you have communicated to us. They cannot be used or relied upon by any other person or for any other purpose. Accordingly, you agree that you will not disclose any aspect of the services to any other person nor will you seek to rely on the same for any other purpose.
- We will aim to regularly communicate with you by such method as you may request or the method we feel most appropriate to your matter.
- We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communication you send to us. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.
- If you wish us to communicate by email, you should be aware that there is a risk that emails may be intercepted, delayed or corrupted or may fail to be delivered.

### 5. BANKING AND PAYMENT OF INTEREST

- Any money received on your behalf will be held in our Client Account held by Lloyds Bank or such other bank as we shall appoint from time to time. Please note interest accrued of less than £20.00 will not be paid out.
- Interest will accrue at the rate payable by our bank on instant access deposits. This may be less than the rate at which you could have invested the money yourself.
- We will credit you with interest if the amount of interest accrued is more than £20.00.
- If we hold sums of money for you in relation to different matters, we will normally treat the money relating to each of the different matters separately.
- We will not account for interest for monies held on account of a disbursement.
- We are not liable for any losses you suffer as a result of any banking institution being unable to repay depositors in full.

V1: December 2019

- In the unlikely event of a deposit taking institutions failure if you are an individual, or considered to be a small company by the Financial Services Compensation Scheme (FSCS), you may be eligible for compensation up to a maximum of £85,000 per deposit taking institution, £170,000 for joint accounts. Some deposit taking institutions trade under several brand names and you are advised to check with your bank or a personal financial advisor for further information.
- If A H Brooks & Co makes a claim under the FSCS on your behalf, for example if client money is lost due to a banking failure, we will presume, unless we hear from you in writing to the contrary, that we have your consent to disclose necessary information to the FSCS to help identify clients and any monies to which clients may be entitled.

## 6. REGULATORY INFORMATION

- A H Brooks Solicitors Limited (AHB) is authorised and regulated by the Solicitors Regulation Authority (SRA) as detailed below.
- AHB is authorised and regulated by the SRA. Derby House, Derby Street, Leek, Staffordshire, ST13 6JG SRA number 564342. Central Buildings, High Street, Cheadle, Stoke on Trent, Staffordshire, ST10 1AR SRA number 565237.
- Our professional rules are contained in the SRA Handbook which may be accessed at [www.sra.org.uk/handbook](http://www.sra.org.uk/handbook). The contact details for the SRA are The Cube, 199 Wharfside Street, Birmingham, B1 1RN, [contactcentre@sra.org.uk](mailto:contactcentre@sra.org.uk), 0370 606 2555.
- AHB is a limited company registered in England and Wales with registered Number 07744374. We use the word "Director" to refer to a member of the company, an Employee or Consultant of equivalent status. A list of members of AHB is open to inspection at its registered office, Derby House, Derby Street, Leek, Staffordshire, ST13 6JG.
- AHB is registered for VAT purposes with VAT registration number GB318873822.

## 7. PROFESSIONAL INDEMNITY INSURANCE

We maintain compulsory professional indemnity insurance of at least £3 million per claim with our primary layer insurers. Details are available upon request. Minimum terms for the compulsory insurance, including territorial coverage, can be found at [www.sra.org.uk/solicitors/handbook/indemnityins](http://www.sra.org.uk/solicitors/handbook/indemnityins).

## 8. STORAGE AND RETRIEVAL OF FILES

- At the end of your retainer with us, we are entitled to keep your papers and documents while there is money owing to us for our charges and expenses. We will hold your file of closed papers for you, in storage, for at least six years, except for files relating to Wills, Lasting Powers of Attorney and Court of Protection, which will be held by us indefinitely. If the need

arises at some future date to retrieve documents from your file, at your request, then a charge to you of £50 plus VAT may be made. This fee must be paid to us prior to retrieving such documents for you. We will not destroy any documents such as Wills, Deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

- You agree that we shall be entitled to retain and use for our own purposes copies of all files and documents created and received by us (including any documents recording opinions of counsel) during the provision of the services.
- After six years your file of papers will be destroyed without further notice to you.

## 9. AUTHORITIES

- In most cases it will be necessary for us to deal with third parties e.g the Court, the other party in the transaction, lenders, estate agents etc. Unless you advise us not to, we will assume that we have your authority to deal with third parties and disclose relevant information for the progression of your matter.
- If you have instructed us on a joint basis, eg husband and wife, we will assume that we have the authority to act on behalf of both of you, when receiving instructions from only one party.
- If you are a Limited Company we will assume that the instructions of one Director represent the instructions of all of the Directors.
- If you wish us to deal with someone else other than you eg another family member, we will need you to confirm your authority in writing. We may also need identification for that person.

## 10. 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. 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.
- If you do not wish your file to be used in this way, please let us know as soon as possible.
- For information on external auditing and due diligence in relation to your personal data, see our Privacy Policy.

## 11. TERMINATING YOUR INSTRUCTIONS

- You may end your instructions at any time by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding.
- We can only decide to stop acting for you with good reason,

for example: you fail to pay our charges and/or expenses incurred on your matter; you are subject to insolvency proceedings; or you are abusive, threatening, intimidating or aggressive in your language or behaviour towards any employee or member of this firm, or if there is a conflict of interest. If we decide to stop acting for you, we will tell you the reason and give you reasonable notice in writing unless the circumstances are such that termination without the provision of notice is justified.

- If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point. These charges are calculated on the basis set out in our letter confirming your instructions.

## 12. LIMITATION OF LIABILITY

- Our maximum aggregate liability to you in respect of this matter will be limited to £5 million British Pounds unless otherwise agreed by us in writing. If you wish to agree a higher limit, please contact the person dealing with your matter. Agreeing a higher limit may result in us seeking an increase in our charges for handling your matter.
- If we are jointly and severally liable to you with any other party we shall only be liable to pay you the proportion which is reasonably found to be our fault. We shall not be liable to pay you the proportion which is due to the fault of another party.
- We do not accept liability, in respect of the services, in favour of anyone other than you.

We will not be liable for:

- losses that were not foreseeable to you and us when this contract was formed;
- losses not caused by any breach of any obligation on the part of the firm; and
- business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.
- Any losses that may arise as a consequence of our compliance with our professional and regulatory roles.
- 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 our negligence, or the negligence of our employees, agents or subcontractors, or
- fraud, fraudulent misrepresentation or reckless disregard of professional obligations.
- AHB is a limited company. No Director or employee of AHB will be 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.
- To comply with our regulatory obligations and the terms of our professional indemnity insurance, we will be entitled to disclose confidential information relating to or belonging to you 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 such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

## 13. LIMITED COMPANIES

When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

## 14. TAX ADVICE

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, you must raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we will endeavour to identify a source of assistance for you.

## 15. INTELLECTUAL PROPERTY RIGHTS

We retain all copyright, database rights and other intellectual property and proprietary rights in all works and other things developed, designed, generated or created by us in the course of providing the services including systems, methodologies, software, data, know-how, documents and working papers. For the avoidance of doubt, we retain all copyright, database rights and other intellectual property and proprietary rights in all reports, written advice, documents, data and all other materials provided by us to you.

## 16. DATA

- We use your personal data primarily to provide legal services to you, but also for related purposes as described in our Privacy Notice attached.
- Our use of your personal data is subject to your instructions, the EU General Data Protection Regulations (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality
- AHB is a data controller for the purposes of the (GDPR) and other relevant data protection legislation. Miss Greta Williamson is our nominated Data Protection Manager with overall responsibility for compliance with this legislation.
- We take your privacy very seriously. Please read our Privacy Notice carefully as it contains important information about how and why we process your personal data.

## 17. MARKETING

We may use your personal data to send you updates about legal developments that might be of interest to you and/or information about services, including campaigns or new services. We will only contact you by email if you have given your consent to this. You have the right to opt out of receiving marketing communications at any time, by contacting us by email at [lawyers@ahbrooks.co.uk](mailto:lawyers@ahbrooks.co.uk) or by post to Derby House, Derby Street, Leek, Staffordshire, ST13 6JG.

## 18. PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

- We are required by law to obtain 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. We will need to see original documents, not copies.
- 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 that we receive from you for the specific purpose of preventing money laundering of terrorist financing will be used only for that purpose. We may use an electronic identification verification provider as an identity check, and we may require additional documentation to establish both your identity and current address as an additional measure.
- In certain circumstances, we are obliged to enquire into the source of funds or monies which may pass through our client account. Failure to provide information when requested may delay your transaction.
- 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 may well suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.
- Subject to Section 12 (Limitation 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 which we may have, to report matters to the relevant authorities under the provisions of the money laundering or terrorist financing legislation.
- In signing these Terms of Business you expressly consent to us keeping (for more than five years) personal data about you, such as client identification documents that are specifically provided to us by you and others for the purposes of complying with money laundering and terrorist financing legislation. Normally this will mean that, unless:
- we need to keep the data for longer for purposes of comply

with money laundering and terrorist financing; or

- in order to comply with any other law; or
  - for the purposes of any Court proceedings
- Your personal data will be destroyed when the file relating to your matter is destroyed (in accordance with our retention periods).

## 19. CONFIDENTIALITY

- The information and documentation you provide us is confidential and subject to legal professional privilege unless:
- stated otherwise in this document, our letter confirming your instructions or the enclosed Privacy Notice, for example, in relation to prevention of money laundering and terrorist financing; or
- we advise you otherwise during the course of your matter.
- 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.

## 20. RECEIVING AND PAYING FUNDS

- Our policy is that we do not accept cash payments above £500.00. If you try to avoid this Policy by depositing cash directly with our bank we may decide to charge you for any additional checks that we consider to be necessary to prove the source of funds.
- We are able to accept payment of our bills, disbursements and payment on account by cheque, bankers draft, BACS transfer, bank transfer, telegraphic transfer, debit or credit card. You cannot make a payment by debit/credit card without having to visit our office at Leek.
- We will not accept payments by third parties unless we have agreed to this beforehand. In any event, we will require original evidence of identification for the third party.
- We will not accept payment by way of debit/credit card for any monies other than for bills, disbursements and monies on account. Payments for deposits, completion monies, settlements etc will only be accepted by way of a cheque or bank transfer or BACS transfer or telegraphic transfer.
- Before we pay any money to you, we will require a copy of a full bank statement for the account into which you wish us to pay the funds. As cybercrime is on the rise, this precaution is to protect you. Your bank statement will only be used for the purposes of verifying your account details.
- Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party. Please note that there will be a charge for electronic payments to you.
- We may provide this firm's bank account details to you to facilitate payment to us. Should you receive any communication advising that the bank details previously supplied by us have changed, asking you to make payment to an alternative, you should contact us immediately. We will not

be liable for any losses arising out of payments to an incorrect account in such circumstances. Please be aware that we do not notify changes to important business information such as bank account details by email.

- We will not accept payments from overseas bank accounts.

## 21. OUR BILL

- Basis of fees

Our fees will be charged on the basis set out in the engagement letter. In cases where our charges are based on hourly rates, rates are subject to review annually on 1 May and we will keep you informed of any changes which are made.

Our current hourly rates are as follows:-

Solicitor Directors	£200.00 - £250.00
Solicitors	£180.00 - £190.00
Chartered Legal Executives	£160.00 - £190.00
Paralegals & Trainee Solicitors	£110.00 - £130.00
Legal Assistants	£75.00

- Fee estimates

Any fee estimate given by us will be given in good faith but will not be contractually binding unless the engagement letter expressly provides that it shall be. It will be subject to any stated exceptions, assumptions and any other factors. We will notify you if it is likely to be exceeded.

- Scope of Work

Any fixed fee, estimate or other fee arrangement is based on the scope of the work anticipated and our assumption about the matter at the time it is agreed and given. If the scope of work changes or the assumptions change, it will no longer apply. In that case. We will discuss a revised fee arrangement or estimate with you.

- Disbursements

We will charge for disbursements (expenses incurred on your behalf) such as: counsel's fees; enquiry agent's fees; property search/enquiry fees; court fees; valuation fees; courier charges; travel expenses and photocopying charges.

- Value Added Tax (VAT)

Where applicable we will add VAT (or other applicable tax) at the appropriate, prevailing rate to our fees and (where necessary) Disbursements. All estimates of, or references to, fees and Disbursements are exclusive of VAT (or other applicable tax unless stated to the contrary).

- Payment on account

We may, at any time, ask you to pay money on account of anticipated fees and Disbursements. Subject to any applicable legal, regulatory or other professional restrictions or requirements, we may decline to act for you or suspend or terminate the provision of the services if you fail to make such a payment upon request.

- Interim bills

Any interim bill we send you is a self-contained invoice for the work done during the period it covers. We will send you a final bill at the end of your matter which will cover our work from the date of the last interim bill. With reference to clause 3 above failure to pay bills in full and in a timely manner may cause delay to your matter.

## 22. PAYMENT OF OUR FEES

- It is our practice to ask clients to pay interim bills and/or sums of money from time to time on account of charges and expenses which are expected to be incurred in the following weeks or months. If such requests are not met with prompt payment it may result in delaying the progress of a case. In the unlikely event of any bill or request for payment not being met we reserve the right to stop acting for you further.
- Except when other special arrangements have been agreed in writing, our bills are to be settled immediately upon delivery.
- If you fail to pay the bill within 14 days we will send you a letter to remind you to pay the bill within the next 7 days. If you do not then pay the bill after receipt of this letter you will be sent a second and final demand for payment stating that we will refer the matter to our Credit Control Department for commencement of legal proceedings to recover the bill. We reserve the right to charge an additional £25 plus VAT for each letter we send to you asking for payment of our bill. We also reserve the right to charge interest on late payment of our bills. Interest will be charged on a daily basis at 5% from the due date of the bill.
- We are entitled to retain money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the fees were incurred. We are not entitled to sell property held under such a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of fees. We are entitled to transfer monies held in our client account on your behalf to pay in whole or in part, any outstanding bills.
- If we are conducting litigation for you, we have additional rights over any property or money recovered or preserved for you, whether it is in our possession or not, and in respect of all costs incurred, whether billed or unbilled.
- If a third party (for example an employer, an insurance company, an opponent or some other party to a transaction) agrees to pay to us any costs which you incur, this will not affect your primary responsibility of payment to us for the work.
- In the event you have any queries or complaints in relation to any bills, please raise your concerns in the first instance with the person dealing with your matter. If your adviser is unable

to resolve your concerns, please contact our Legal Cashier, Kate Carr at our Leek Office. Please see below clause 23, "Complaints".

- You will have the right to challenge any interim bill or the final bill by applying to the Court to assess the bill under Part 3 of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made one month after but before 12 months from the 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 the delivery of the bill; a judgment has been obtained for the recovery of the costs covered by the bill; or the bill has been paid, even if this is within 12 months. You should be aware that if all or part of a bill remains unpaid the firm may be entitled to charge interest.
- If we are instructed jointly then you are jointly and severally liable for our fees. This means that we will be able to look to one client or to each of our clients to pay the whole of or any balance of any unpaid fees.

### 23. COMPLAINTS

- Our aim is to offer all our clients an efficient and effective service at all times. If there is any aspect of our service with which you are unhappy, please raise your concern in the first place with the adviser dealing with your matter. If you feel that this is inappropriate, or if you still have queries or concerns, please contact our Complaints Officer, Greta Williamson at our Leek Office. We have a complaints policy which is available on request at any time.
- We have eight weeks to consider your complaint. If we have not resolved it within this time or if you are not satisfied with our handling of your complaint you can complain to the Legal Ombudsman who can be contacted by telephone on 0300 555 0333, by email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), by post to Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ or via the website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). The Legal Ombudsman is an independent and impartial scheme set up to resolve legal service disputes. Please note that the Legal Ombudsman may decline to deal with complaints from certain types of clients. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it). Generally, the Legal Ombudsman deals with complaints relating to acts or omissions that happened after 5 October 2010.
- 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, for

example, charities or clubs with annual income of more than £1m, Trustees of Trusts with asset value of more than £1m and most businesses (unless they are denied as micro-enterprises).

- If we are unable to resolve your complaint, and it relates to a contract we entered into online or by some other electronic means, you may also be able to submit your complaint to a certified alternative dispute resolution (ADR) provider in the UK via the EU ODR Platform.
- If a barrister has been instructed on your behalf you have a right to complain about the service you have received from him/her. If you have any concerns please speak to the adviser dealing with your matter and they will provide you with the contact details of the barrister involved.

### 24. INVESTMENT ADVICE SERVICES

- We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice.
- However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. 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 SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

### 25. CONSUMER CREDIT SERVICES

- We are not authorised by the Financial Conduct Authority 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 SRA 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.

### 26. INSURANCE DISTRIBUTION SERVICES

- We (AHB) are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we may 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 SRA. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

- The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

### 27. EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in our dealings with clients, employees and others. We have a written policy on these issues; please contact us if you would like a copy of it. If you require us to make a reasonable adjustment due to a disability then please let us know.

### 28. CANCELLATION RIGHTS

We may not have met with you, or may have seen you somewhere other than our offices. If this is the case the Consumer Contracts Regulations may apply and you may have cancellation rights, if so you can cancel this contract without giving a reason. You have 14 days from the date of receipt of these terms to cancel. Your cancellation must be in writing (email is acceptable notice). If you cancel we will promptly reimburse to you all payments received from you except for sums due as a result of you requesting us to start work.

### 29. 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.

### 30. SEVERABILITY

If any provision in these terms of business and our accompanying engagement letter is or becomes invalid, illegal or unenforceable then it shall to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

### 31. MORTGAGE FRAUD

If we are also acting for your proposed lender in this transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. That includes any differences between the mortgage application and information we receive during the transaction and any cash back payments on discount schemes that a seller is giving to you.

### 32. CONFLICTS OF INTEREST

- We may have agreed to act in this matter for more than one client. We can only do that if there is no significant risk of a conflict of interest between the clients or all have a substantially common interest.
- After receiving initial instructions or during the course of the transaction, we may discover that there is a conflict between joint clients or a conflict between you and a third party. We reserve the right to stop acting for you in the event of a conflict.
- You acknowledge that we have advised you of the risk of a conflict of interest and that we may be unable to continue to act for you.

### 33. FUTURE INSTRUCTIONS

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

### 34. END OF THE MATTER

At the end of the matter we may be left with residual monies in your client account. We will endeavour to ensure that any balance is promptly returned to you. If any returned funds are not presented for bank clearance by you within two months and if the balance is less than £50.00, you agree, in accepting these Terms of Business, to the firm donating the balance held to a charity chosen by this firm.

**We ask that you sign, date and return one copy of these Terms of Business for our file, although your continuing instructions in this matter will amount to your acceptance.**

**We will accept a scanned signed copy.**

Signature: .....

Dated: .....