# Terms of Business

## Contents

1 Introduction ..... 2
2 Defined Terms ..... 2
3 Our Contract ..... 2
4 Your Responsibilities ..... 3
5 Our Responsibilities ..... 3
6 Our Authority ..... 3
7 Our Services ..... 3
8 ID Checks ..... 4
9 Conflict of Interest ..... 5
10 Joint Instructions ..... 6
11 Regulations Affecting your Right to Cancel our Contract ..... 6
12 Hours of Business ..... 6
13 Our Fees and Expenses ..... 6
14 Client Money ..... 7
15 Our Invoices ..... 8
16 Payments to Us ..... 9
17 Payments to Clients ..... 10
18 Data Protection ..... 11
19 Custody, Ownership and Retention Documents and Personal Data ..... 12
20 Intellectual Property Rights ..... 12
21 Provisions relating to Conveyancing Matters ..... 13
22 Provisions Relating to Litigation and Disputes Work ..... 13
23 Client Care Code and Handling Complaints ..... 14
24 Insurance ..... 16
25 Liability ..... 17
26 Proportionate Liability ..... 17
27 Exclusion of Liability – General ..... 17
28 Exclusion of Liability for Loss of Profit ..... 18
29 Financial Limit of Liability ..... 18
30 Non-Excluded Liabilities ..... 18
31 Disclaimers ..... 18
32 Force Majeure ..... 19
33 Termination ..... 19
34 General ..... 20
35 Regulatory Information ..... 20
36 Law and Jurisdiction ..... 20

## 1 Introduction

1.1 This is an important document. It sets out contractual terms on which Taylor Rose agrees to act for you. You should read these terms alongside the Engagement Letter we send to you.

1.2 These terms aims to address matters in the likely order they would arise in the course of acting for you.

## 2 Defined Terms

2.1 In these Terms of Business:

| | |
|---|---|
| **"the Company"** | means Taylor Rose Limited trading as Taylor Rose and any successor practice and any service company owned or controlled by or on behalf of the Company or any of the Directors; |
| **"Associated Entity"** | means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members; |
| **“Data Controller”** | Taylor Rose will act as a ‘data controller’. That means we are responsible for determining the purposes and means of the processing of personal data; |
| **“Data Protection Legislation”** | means (i) unless and until it is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) (‘GDPR’) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018; |
| **"Director"** | means a Director of the Company; |
| **"Documents"** | means Documents Held For You, Our Documents and Your Documents; |
| **"Documents Held For You"** | means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers); |
| **"Engagement Letter"** | means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement; |
| **"Force Majeure"** | means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury; |
| **"Internally Provided Services"** | means ancillary services (including, but not limited to photocopying, document scanning and catering) supplied by us for which you will be liable to pay; |
| **“Personal Data”** | any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; |
| **"Matter"** | means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement; |
| **"Our Documents"** | means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes); |
| **"Services"** | means all services we provide to you in relation to the relevant Matter; |
| **"we", "us" and "our"** | means or refers to the Company; |
| **"you"** | includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and “Your” shall have a cognate meaning; and |
| **"Your Documents"** | means documents which you give or lend to us to enable us to provide Services. |

## 3 Our Contract

3.1 These Terms of Business issued by Taylor Rose, as supplemented and/or amended by any relevant

Engagement Letter, apply to each Matter we work on for you.

3.2 No variation of these Terms shall be effective; unless it is set out in the Engagement Letter or it is in writing and is signed by a Director.

## 4 Your Responsibilities

4.1 In addition to any responsibilities set out in the Engagement Letter which has been sent to you, you will or will make reasonable endeavours to:

- provide us with timely and adequate instructions, information and materials to allow us to perform the Services for you;
- notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;
- safeguard any documents and/or materials which are likely to be required in performing the Services for you;
- provide us access to all documentation pertinent to your Matter as reasonably requested by us;
- ensure that all information provided to us is complete in all material respects and not misleading;
- not deliberately mislead us;
- co-operate with us;
- attend any appointment, court hearing, medical or other examination which we reasonably request you to attend;
- make payment for our fees, disbursements and expenses promptly and when required;
- treat our staff with respect and not to act towards them in a manner that is anti-social, abusive, aggressive or violent;
- notify us before we are asked to carry out any work on your behalf, if you are bankrupt or have entered into a legal arrangement to deal with your debts;
- take steps to reduce or prevent any avoidable losses or potential losses as best you can;
- provide us with a secure email address, where possible and check it regularly; and
- if communicating with us by email, to operate a good email security policy including keeping a strong password in operation and inform us immediately if your email account has been compromised or hacked or there has been any fraud, attempted fraud and cease to use that email account.

## 5 Our Responsibilities

5.1 We aim to offer all our clients an efficient and cost-effective service and the highest standards of client care. We value your business.

5.2 We will advise you at the outset in an Engagement Letter the scope of the work required. This will include identifying your objectives, giving you a clear explanation of the issues involved and the options available to you.

5.3 We will agree with you the next steps to be taken from time to time in your matter and keep you advised of progress.

## 6 Our Authority

6.1 You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services.

6.2 We may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to perform the contract we have entered into with you in order to provide the Services in question. If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

6.3 We are authorised to act on your instructions. Where your instructions are to achieve an objective, we will proceed without further instructions every step of the way.

6.4 If you are a director or other representative acting on behalf of a company, we are entitled to assume that the instructions we receive from you have been authorised by the company.

6.5 Where you have instructed us in writing that we may take instructions from a third party, we are entitled to assume that the instructions we receive from that person have been authorised by you.

## 7 Our Services

7.1 The Director or Partner at the Company named in any Engagement Letter as the overall supervisor will be the person primarily responsible for the provision of our Services. That Director has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as he/she deems necessary or desirable to ensure appropriate delivery of the Services.

7.2 We may, from time to time, use artificial intelligence (AI) tools to assist in the delivery of our Services, for instance for document review, drafting assistance and legal research. Any use of AI is subject to supervision by a qualified member of our team, and the advice and work product we provide to you remains Our responsibility. We take reasonable steps to ensure that any AI tools we use meet appropriate standards of accuracy,

confidentiality, and data security. We will not use AI tools in a manner that would compromise the confidentiality of your information or our professional obligations to you. If you have any concerns or objections regarding the use of AI in connection with your matter, please notify us in writing and we will discuss this with you.

7.3 We only advise on the law of England and Wales. If you require advice on the law of other jurisdictions, we will, with your agreement, instruct lawyers practising in that jurisdiction to give such advice, on the same basis as we engage other third parties on your behalf.

7.4 We will not carry out any work beyond the scope of the Engagement Letter with you unless expressly agreed between you and us in writing and:

- we have agreed to provide additional services for a commercially viable additional fee (profit costs and disbursements); and
- the additional work is related to the main transaction (otherwise a new separate client care letter with a new matter number and new estimate for our costs and disbursements is required); and
- our estimate for new costs and disbursements has been agreed with and accepted by you;
- additional funds have been received on account, where it has been requested.

Unless that occurs we will not act on additional requests for further work from you.

7.5 Our scope of work and advice only relates to documents and information that we have been provided with, made aware of during the transaction and specifically asked to advise on. Our scope of work is limited expressly to what we are instructed to do or for which we charge professional fees for. There is no implied extension to our engagement beyond that.

## 8 ID Checks

8.1 You must provide evidence of your identity upon our request.

*Money Laundering Regulations/The Proceeds of Crime Act 2002*

8.2 Our regulator requires that we identify our clients so that we are clear about who we are acting for. We must also verify the identity and address of new clients as required by The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. That is consistent with the policy adopted worldwide by financial and government authorities to prevent the use of laundering systems to disguise the proceeds of crime.

8.3 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

8.4 We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

*Evidence of Individual Identity*

8.5 If you are a new client or an existing client who has not recently supplied information, and where simplified due diligence does not otherwise apply, you will be asked to supply as a minimum one item from List A and one item from List B below. Originals will be required, copies are not acceptable. If we will be acting for more than one person, these requirements apply *to each person*.

**LIST A – evidence of name with photo:**

Valid full passport
Valid photo-card driving licence
Valid HM Forces identity card
Valid national identity card
Valid firearm and shotgun certificate

**LIST B – evidence of address:**

Bank or building society statement no more than three months old
Utility bill less than three months old (e.g. gas, water, electricity or landline telephone, *but not a mobile phone bill*)
Council rent book showing the rent paid for the last three months
Council tax bill less than three months old
Mortgage statement for the mortgage accounting year just ended
HMRC self-assessment letters or tax demand less than three months old

8.6 We may need to meet you in person to verify your ID, or you may visit another professional (from a list we provide) with the ID documents who will make

certified copies for us, or we may conduct an online check.

8.7 We may request additional identification from you if the nature of your Matter requires and you agree to provide that to us if it is requested.

*Evidence for Companies, Trusts and other Business Clients*

8.8 We need to be satisfied as to the constitution of any relevant company and will need evidence as to the identity of those persons who control the company or trust or who are its principal beneficiaries. You must comply with any requests for proof of identity as set out in our Engagement Letter and, if requested, you will meet us to enable us to verify your identity. If you fail to comply with our requests for identity we will be unable to act for you.

*Fees*

8.9 Where we conduct an electronic online ID verification check, there is a charge of up to £49.00 + VAT for each individual search conducted which represents the fee paid to the search facility provider and the rest covering our administration costs for conducting, and reviewing the results of the search. Note that we may be prohibited by the provider from sending the results to you. Each electronic verification check may leave a record against your credit history/record. You agree to electronic verification checks being carried out against you notwithstanding that.

*Political Exposure*

8.10 We are required to consider any political connections that may require investigation to safeguard against abuse of office. We will make our own checks in this regard. You must let us know immediately if you, any family member or a close business associate connected to you holds or will hold any prominent public office while we are acting for you.

*Payments from Third Parties*

8.11 If you provide our bank details to a third party who makes payment on your behalf, we will also need to conduct due diligence and checks on them before we can deal with those funds.

*Refusing to act*

8.12 We are entitled to refuse to act for you if you fail to supply, when requested, appropriate and satisfactory proof of identity for yourself or any person you represent.

## 9 Conflict of Interest

*Definition*

9.1 We cannot act for you if there is a conflict of interest. 'Conflict of Interest' means any situation where:

- we have (or, if we accepted your instructions, would have) separate duties to act in the best interests of two or more clients in relation to the same or a related Matter and those duties conflict, or there is a significant risk that those duties may conflict so that we cannot act in everyone's best interests; or
- our duty to act in your best interests in relation to a Matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related Matter; or

- we have confidential information in relation to a client or former client, and you wish to instruct us on a Matter where that information might reasonably be expected to be material and you have an interest adverse to our other client or former client. For the purposes of this paragraph "you" does not include Associated Entities.

*Third Parties*

9.2 Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party's interests and your interests.

*Similar Activities*

9.3 We may act for parties engaged in activities similar to or competitive with yours.

*Instructions Creating a Conflict of Interest*

9.4 We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

*Consent*

9.5 Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest might arise, provided that we can act in the best interests of both parties so far as foreseeable and we have the written consent of both parties. We do not require your consent to act against an Associated Entity.

*Joint Instructions*

9.6 Where we receive joint instructions, we may act for all of you if there is no conflict.

*Cessation of Services*

9.7 If circumstances arise during your Matter which give rise, or could give rise, to a Conflict of Interest we will discuss with you how to deal with the conflict and may be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

## 10 Joint Instructions

10.1 Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

10.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a Conflict of Interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

10.3 If any joint client asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

## 11 Regulations Affecting your Right to Cancel our Contract

*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*

11.1 If you are an individual client (rather than a business client) and we have not met you in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e-mail or online – i.e. by way of a "distance" contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home – i.e. by way of an "off-premises" contract), you may have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason. The Engagement Letter sent to you will confirm if that is applicable to your case.

11.2 The cancellation period will expire after 14 calendar days from the day of the start of the contract.

11.3 To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). We will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

11.4 Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e-mail, post or fax to enable us to do so. By signing and returning a copy of the Engagement Letter/authority to act where the Company asks you to do so, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel within that 14 day cancellation period, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning the signed copy of the Engagement Letter/authority to act or by other agreement) we will not be able to undertake any work during that period.

## 12 Hours of Business

12.1 Our offices are open and our telephone lines are attended Monday to Friday 9am to 5pm. Telephone messages only can be taken between 5pm and 5.30pm.

## 13 Our Fees and Expenses

*General*

13.1 Unless otherwise stated in the Engagement Letter, our fees will be calculated principally by reference to the time spent by us in providing the Services at the hourly rates applicable to the relevant staff.

13.2 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines. The premium is likely to take the form of a mark-up on the hourly rates.

13.3 The hourly rates of each of our Directors, partners, solicitors, trainee solicitors, case handlers, paralegals and other staff are reviewed from time to time and we will inform you of any variation in these rates applicable to your Matter and the date upon which they take effect.

13.4 Whilst you may be insured in relation to such expenses, you will have primary responsibility for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses); we have no obligation to pay for such expenses unless you have provided us with the funds for that purpose.

13.5 You will also be liable to pay for Internally Provided Services at our prevailing rates. References to "expenses" in these Terms of Business include Internally Provided Services.

13.6 VAT will be charged at the appropriate rate on all fees and expenses. VAT is currently at the rate of 20%.

*Limited Companies and LLPs*

13.7 When agreeing to act or during acting on behalf of a limited company, we may require a director and/or controlling shareholder or a member to sign a form of personal guarantee for our fees and expenses. If such request is refused, we will be entitled to refuse to act or to stop acting and require immediate payment of any fees on a time spent basis and expenses as set herein.

*Payments on Account*

13.8 We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

13.9 We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

*Quotations and Estimates*

13.10 The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only unless we state clearly that it is a quotation. Provision of an estimate does not constitute a contract to carry out the work at that cost.

13.11 The provision of a written quotation (as opposed to an estimate) for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.

13.12 Unless stated in writing to the contrary, any estimate or quotation does not include any expenses or VAT.

13.13 Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our hourly rates, in addition to the quoted or estimated fee.

13.14 We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:

- circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or
- your, or your agents', act(s) or omission(s).

## 14 Client Money

*Custody of Client Money and Interest*

14.1 As part of carrying out instructions we may need to hold client money in our client account. We cannot carry out a banking service for clients and will only hold monies specifically related to the Matter concerned. Our professional rules require us to have a written policy regarding the payment of interest on client money that we hold. This is our policy.

14.2 We account to clients for interest when it is fair and reasonable to do so, using a fair and reasonable structure to calculate such interest. Holding client funds is incidental to the carrying out of legal instructions. The bank account in which we usually hold client money (our general client account) must enable funds to be immediately available. As a result, the interest accrued is likely to be lower than could be achieved were the funds held elsewhere for the period. In the ordinary course when we act for you we will hold any money of yours in our general client account on your behalf.

14.3 A small percentage of client money is held in term deposit accounts (typically on 60-90 days' notice) which increases the interest paid on the client account to the firm.

14.4 When we pay out funds or on completion of the matter, we pay you interest on the sums we have been holding except:

- if the interest has been paid to a third party in accordance with your instructions or any agreement you have entered into or undertaking we have given on your instructions; or
- on sums paid by a third party for or on account of our costs; or
- on sums for a professional disbursement where the recipient has requested a delay in payment; or
- on sums held for the Legal Aid Agency; or
- on a balance held temporarily post completion to settle your Stamp Duty Land Tax liability; or
- funds are held for fewer than 14 days; or
- if the interest is less than £100.00.

14.5 Interest is calculated at the following rates on funds held in our general client accounts and is paid to clients gross:

- sums held up to £50,000.00 – interest paid at 3% below Bank of England base rate;
- sums held from £50,000.01 to £249,999.99 – interest paid at 2.5% below Bank of England base rate;
- sums held from £250,000.00 to £999,999.99 – interest paid at 2.25% below Bank of England base rate; and
- sums held of £1,000,000.00 and above – interest paid at 2% below Bank of England base rate.

14.6 When the Bank of England base rate is so low that those calculations would give negative percentages, we will not pay interest.

14.7 When the Bank of England base rate is negative and the bank charges us for holding your money, you agree to pay any share of bank fees that we charge on to you.

*Financial Services Compensation Scheme*

14.8 In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money. Only if a corporate body client is considered a small company by the Financial Services Compensation Scheme ("FSCS") will it be eligible for compensation. We currently hold the majority our client account funds in Barclays Bank. The £120,000 FSCS limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £120,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names. Temporary High Balances of up to £1,400,000 are also protected for up to six months for specific life events, including property transactions, inheritances, or personal injury settlements. Further details can be found at www.fscs.org.uk. In the event of a bank failure you agree to us disclosing details to the FSCS in order that we may comply with our legal obligations.

*Commissions*

14.9 If we receive a commission from a third party arising from work we are doing for you, we will credit you with the commission unless you have agreed otherwise or the amount is less than twenty pounds (£20) excluding VAT.

*Leftover Balances*

14.10 At the conclusion of your matter once all third parties have been paid we may inadvertently still hold some money on account. That can happen for several reasons. For example, in a conveyancing matter, there can be late changes in interest and redemption sums. The balance must be zero before we can close our file. If the sum is less than £20 you agree that we may donate it to charity. If the sum is £20 or more we will make a reasonable attempt to return it to you. Please ensure that we have your bank details so that we can pay residual money directly to your account. Otherwise, please keep us up to date with your contact details so that we can contact you to arrange a bank transfer or other method of repayment. If we lose touch with you, we will cover the costs of attempting to trace and communicate with you (or the money's rightful owner) if necessary. If we are unable to return your money after a reasonable attempt to do so, we will donate it to charity.

## 15 Our Invoices

*Frequency of Invoices*

15.1 Unless otherwise stated in the Engagement Letter, in order to perform the contract to provide you with our Services, we will be entitled to invoice you in respect of our fees and expenses monthly, at 'milestones' and on completion of each Matter. At the end of our financial year, currently September, we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.

15.2 Unless otherwise stated, monthly or other interim invoices are a final account of our fees for all work done during the period to which they relate. You agree that we may bring proceedings on interim invoices which are not final bills where we have provided Services and the amount of the invoice does not exceed the cost of the Services provided at the applicable hourly rates.

15.3 There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.

*Delivery*

15.4 You agree that we can send you bills electronically to the email address you have given us, under section 69(2C)(c) of the Solicitors Act 1974.

*Payment Terms*

15.5 Our invoices are payable on presentation to you, except for invoices in conveyancing matters which are payable on completion of your Matter. Our invoices must be paid in the currency in which they are expressed, without any deduction, set off or counterclaim. We may charge interest on sums outstanding from the date of the invoice until the date of payment. The rate we will apply is the same rate as that which applies from time to time to judgment debts under the Judgments Act 1838, which is currently 8% per annum.

15.6 If an invoice is not paid upon presentation (or completion, where appropriate), it will be passed to our credit control team for recovery. The invoice will then further be passed to our Debt Recovery department for debt recovery court proceedings if the credit control team considers it necessary. In addition to any interest charged under clause 15.5, we reserve the right to charge you, and you agree to pay, our reasonable costs incurred in recovering unpaid invoices or sums outstanding. Those costs will be itemised and invoiced to you separately or added to the sums otherwise due.

*Suspension of Services*

15.7 If you do not pay any invoice promptly, or a sum on account within seven days (or such longer period as we may specify) of our demand, or sums outstanding exceed a credit limit set by us, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

*Third Party Payments*

15.8 In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

*Right to Retain Money, Documents and Property*

15.9 As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

*Disputes*

15.10 If you have a query regarding your bill, you should contact us straight away on receipt. We aim to work on the basis that no bill should come as a surprise to you. If after speaking to us and your query remains unresolved and you wish to complain about any aspect of our bill then please see the Client Care Code below.

15.11 You have the right to object to your bill by making a complaint to the appropriate body and/or in limited circumstances by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. If your matter settles before you need to start court proceedings against your opponent, our work is classed as 'non-contentious'. That means a statutory protection that would otherwise limit our fees to those recoverable from your opponent will not apply. A court assessment of our costs in those circumstances would be of what is 'fair and reasonable', and not merely 'reasonable'.

## 16 Payments to Us

*Paying Us*

16.1 We prefer to receive payments from clients by bank transfer (from a UK clearing bank) or debit card. We accept credit card payments up to a maximum of £2,000 per matter. We do not accept American Express.

16.2 Please include your Matter reference when making any payment to us. Failure to do so may delay funds being credited to your Matter.

16.3 We may not accept funds from business accounts unless we act on behalf of the business.

*Preventing Fraud*

16.4 Fraudsters may try to steal your money by tricking you into sending it to them rather than us, particularly in conveyancing transactions where large sums of money are involved. Fake emails are often used by fraudsters. At first glance, the email may appear to be genuine, but gives details for the fraudster's bank account. Be very cautious and check bank details before you send any payment. If ever in doubt, telephone us to verify bank details through our main switchboard – not through another telephone number that may be in the email. That number may be to the fraudsters.

16.5 If you are using email for communications about your matter, please change your password now,

and turn on multi-factor authentication if available. These security steps are important. Many email passwords can be found by fraudsters on the dark web or can be hacked. You would likely not even know fraudsters have gained access to your email. But if fraudsters can't access your emails, they will not know to try and defraud you.

16.6 Also be cautious of any telephone calls, especially from a voice you don't recognise, purporting to give out our bank details.

16.7 We do not make our bank details generally available. We will share them with you at the appropriate stage in your matter. We may need to check the source of your funds before we can take receipt of them. If you are using our client portal, typically bank details will be there. Do not automatically trust bank details you get on email.

16.8 We do confirm that our account is with Barclays in the UK and the account name is simply 'Taylor Rose' for purposes of Confirmation of Payee in any banking app. A different bank or account name may indicate fraudsters are at work.

16.9 We have no plans to change our bank account details. If we did change our bank details we would give appropriate notification to all our clients well in advance. Do not trust a change in our bank details during your transaction.

*Cash*

16.10 The Company's policy is not to accept cash from clients for sums greater than £500.00. We may not be able to accept cash at all branch offices. We reserve the right to refuse cash if it means we are unable to comply with our anti-money laundering obligations to check the source of funds.

16.11 If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

16.12 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.

*Cleared Funds*

16.13 We require that any funds that are needed are received by us as cleared funds at least seven days before any property transaction is to be completed.

## 17 Payments to Clients

*Sending payments*

17.1 From time to time, we may need to send some money back to you. We will only do so in accordance with your written instructions, or as provided at 14.12 above. The written instructions regarding the payment of any money must be given by all clients (and any other party identified as needing to confirm agreement). Payment will usually be made by telegraphic transfer (BACS, Faster Payment or CHAPS) unless agreed otherwise between us.

17.2 As a safeguard against fraudulent activity, we may need to seek clarification of bank details from you including confirmation of your details by telephone. Where your bank details have already been provided to us and there is an instruction to change the bank account, we may seek further clarification and evidence that the request to make a payment into another account is genuine.

17.3 All payments are made solely on the basis that you the client and not us are responsible for the financial transaction and its arrival/non-arrival/receipt/non-receipt into the correct account.

17.4 We take no responsibility for any failure on your part to provide information correctly, or you providing us with compromised information or your failing to maintain your own security systems. A failure to protect your systems could result in monies due to you being paid to the wrong bank account, to fraudsters or a bank account not under your control. A failure to provide correct bank account information can cause you very serious and permanent financial losses.

*Payments in error*

17.5 In the event we send money to you in error, where the money clearly does not belong to you (e.g. overpayment of deposit or net balance), you are required to inform us about the overpayment immediately and to make arrangements to repay to us the whole surplus amount within 48 hours of you becoming aware of the overpayment or the time you ought to have been aware that surplus funds have been received by you. In such circumstances, you provide us with irrevocable authority to communicate with your bank. We reserve the right to charge for the time spent in recovering any sums that are not rightfully due to you in the event that you fail to co-operate in a timely manner or at all.

*Banking errors*

17.6 If you or the banking process provides us with either incorrect bank or closed bank details which may lead to us having to investigate the whereabouts of the funds or spend time dealing with enquires in relation to an error (including dealing with returned funds) not caused by the acts or omissions of us, we reserve the right to charge you £195.00+VAT per hour with an initial estimate of up to 5 hours work for managing the process. We will inform you if the charge exceeds the initial estimate. Due to the fact that money laundering and/or regulatory issues apply, please be aware that it can take a considerable amount of time to resolve the issue as we do not control the banking process.

*International Money Transfer*

17.7 If you ask us to send money abroad, we reserve the right to charge £250.00+ VAT for each and every instruction for an International Money Transfer (IMT). We do not transfer to all foreign jurisdictions and you should check with us whether an IMT is possible. We suggest that you transfer money to your own UK bank account and then process your own IMTs through your own bank. We are not responsible for the outcome of money transfers of any kind electronic or otherwise, foreign or domestic. All monies are transferred at your risk.

## 18 Data Protection

*General*

18.1 The Company is committed to ensuring that all Personal Data is processed in accordance with Data Protection Legislation. Please refer to the Data Privacy Notice which is available on our website, www.taylor-rose.co.uk.

*Data Protection Officer*

18.2 Simon Banfield is our Data Protection Officer and can be written to at Taylor Rose, Worldwide House, Thorpe Wood, Peterborough PE3 6SB, or simon.banfield@taylor-rose.co.uk.

18.3 You have the right to make a complaint about data protection any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues. The ICO can be contacted at www.ico.org.uk/concerns/ or 0303 123 1113. Our ICO registration number is ZA144800. We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

*Your Duty of Confidentiality*

18.4 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party or otherwise made public except as required by law or other regulatory authority to which you are subject.

18.5 If you are an organisation of any kind, 'third party' does not include your directors, owners, employees, staff, trustees, agents or similar who require access and who do not disclose our advice and other communications further.

18.6 If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

*Regulators and Law Enforcement*

18.7 We may be obliged to share Personal Data with the Solicitors Regulation Authority which is our regulatory body. We may also be required to share Personal Data with law enforcement agencies or statutory bodies with such powers, such as the police, National Crime Agency and HMRC.

*External Accreditations*

18.8 Our quality accreditations mean that we are subject to periodic checks by outside assessors. The Company will only transfer Personal Data where we have a legitimate reason for doing so. This could include sharing data with the following:

- Lexcel and assessors (currently Recognising Excellence), to maintain a recognised quality standard for the practice.
- ISO assessment body (currently QMS International), to maintain a recognised quality standard and information security standard for the practice.
- Other external auditors or examiners to ensure that we meet out legal, quality and financial management standards.

*Mortgage Fraud Safeguards*

18.9 Where we act for the Buyer and Lender in a conveyancing matter, we will comply with the Lender's requirements that we fully disclose to them relevant facts which may affect the Lender's decision to provide the mortgage.

## 19 Custody, Ownership and Retention Documents and Personal Data

19.1 You agree that we may store any document created in the course of our work, including any Counsel's (Barrister's) opinion and any documents belonging to you on our computer system or in paper form.

19.2 We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for you before releasing them.

19.3 We may at any time scan, or otherwise make electronic copies or images of any Documents (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form.

19.4 Unless expressly agreed otherwise in writing we will keep all Documents whether in original, copy or imaged form for a minimum of six years. The data retention period in respect of your Matter may be longer.

19.5 The Company will retain your Personal Data and to determine the data retention periods, will consider:

- retention in case of queries following completion of your Matter;
- retention in case of claims for as long as you could reasonably bring claims against the Company;
- retention in accordance with legal and regulatory requirements;
- retention of papers and Documents whilst we await any outstanding payments due to us in respect of fees and expenses.

19.6 Where we gather customer due diligence information about you, we would ordinarily be required to delete that data five years after our relationship with you comes to an end. However, we retain files and data for longer than five years and hereby give you notice that will also include your customer due diligence data. By signing and returning the Engagement Letter or otherwise instructing us you consent to that retention.

19.7 When your Matter is concluded, we will return to you any original or sensitive documents or other paperwork. If any documents are accidentally left with us we will use reasonable endeavours to return these to you.

19.8 You will own:

- Original documents you send to us.
- Letters and emails we send to others on your behalf.
- Letters we receive from others on your behalf.
- Final versions of documents prepared by us and others, including counsel's advice and expert reports, as long as you have paid the fees charged by those others.

19.9 We will own:

- Documents prepared for our benefit or protection while acting for you.
- Letters and emails that you send to us.
- File copies of letters we send to you.
- Accounting records, including fee notes.

19.10 Your Documents will be archived in storage after conclusion of your Matter. We may charge you for storage. If we take papers or Documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

19.11 We may agree to store title deeds, wills and other especially valuable Documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents. We will not destroy documents you ask us to deposit in safe custody.

19.12 At the end of the data retention period we will destroy other Documents and any copies or images of them and any data held about you.

## 20 Intellectual Property Rights

*Copyright*

20.1 We own the copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We grant you a licence to use such documents or other works for the purpose for which it was created only. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made. We have the right to be identified as the author of the work and to object to any misuse of it.

*Opinions from Barristers and other Third Parties*

20.2 We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

20.3 If we retain a copy of any advice or opinion in this manner we will take reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

## 21 Provisions relating to Conveyancing Matters

*Searches*

21.1 Depending on the transaction, we may use one of several search companies.

21.2 A referral fee may be paid to us by search companies that we instruct, but that does not affect the cost of searches or the amount you will pay for searches. If you have any concerns about this, again please contact us.

21.3 Please note that the fee for the search pack in conveyancing Matters covers the cost of us obtaining personal searches. In the event that your mortgage lender does not accept personal searches we will need to order official searches which is likely to result in an increased cost for the search pack.

*Registration of Overseas Entities*

21.4 Where you or another party to the land transaction is an Overseas Entity as defined in the Economic Crime (Transparency and Enforcement) Act 2022, we will not be able to proceed with the transaction without a copy of the certificate to confirm registration of the entity and its beneficial owners at Companies House. Your matter will be on hold pending production of the certificate. If you are an Overseas Entity, you will provide a copy of your certificate to us. If the other party is an Overseas Entity, it or its legal representatives shall produce a copy to us. In some cases we may be able to obtain a copy from Companies House directly. We do not offer advice on registration or provide any registration service.

## 22 Provisions Relating to Litigation and Disputes Work

22.1 This paragraph contains further contractual provisions and important information which we are professionally obliged to give you where the Matter relates to litigation or the resolution of disputes by other means (including a non-contentious Matter which becomes contentious, or gives rise to further instructions on a contentious Matter).

*Costs Risk*

22.2 In litigation Matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs, although there is no certainty about this. You should be aware that:

- If you make an interim application to Court which does not succeed, you may have to pay the other side's costs**,** usually within fourteen days.
- If you lose the case, you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.
- In higher value claims, we may have to prepare a 'costs budget' which plans out future costs. The court may impose a cap on future work, limiting the costs before work is done and we will aim to adapt to the cap if that happens.
- Your opponent may make an offer which places you at risk on costs if it is not beaten. We will consider any such offers received.
- Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceeds sixty to seventy per cent (60-70%) of actual expenditure.
- Unless we have agreed otherwise with you, you will still be liable to pay our costs in full, even if the other party fails to pay the costs awarded to you by the Court or which your opponent agrees but fails to pay.

22.3 If you instruct us to enforce an order or agreement to pay costs against your opponent, you will also be responsible for paying our fees and expenses on the same basis our fees and expenses were payable in relation to the Matter.

22.4 Issues which the Court may take into account in assessing the costs payable or recoverable include:

- efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;
- the effects of offers of settlement;
- the complexity and size of the Matter and the difficulty or novelty of the questions raised;
- the skill, effort, specialized knowledge and responsibility involved;
- the time spent;

- the place and circumstances in which the work was done.

22.5 If the other side is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful.

22.6 If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

*Funding*

22.7 Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs. It may be that you and your Matter have been referred to us by an organisation which has agreed to meet the legal costs which you are obliged to pay to us. That organisation may be a legal expenses insurer company, a motor insurer, a liability insurer or some other kind of insurer, compensator or organisation. If that is the case, our fees and expenses will be met by them in accordance with and subject to the agreement between you and them.

22.8 A conditional fee agreement is an agreement under which we would be entitled to charge you an increased fee if you were successful, and would charge you no fee or a reduced fee if you were not successful. You might be able to take out an insurance policy to cover you in the event that you were ordered to pay the other side's costs and our expenses. You would not usually be able to recover that insurance premium and any increase in the fees you paid to us from the other side even if you were successful. Not all Matters are suitable for this type of conditional fee arrangement/ insurance but we will discuss this further with you at your request.

22.9 It is important that you are aware of Legal Aid. It is only available in a limited number of cases and we will consider if you are eligible for it in respect of your Matter. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is very unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's unrecovered legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information, please go to the LAA website www.justice.gov.uk/legal-aid.

*Interest*

22.10 Any interest recovered from your opponent in litigation matters on our costs and disbursements shall belong to this company less any interest paid on disbursements held by us for and on behalf of you or the person or persons to whom the disbursements are ultimately paid.

*Part 36 additional amounts*

22.11 Where we recover our fees for acting for you from your opponent in litigation, we may make an offer in accordance with Part 36 of the Civil Procedure Rules to accept a reduced amount for those fees. If we do so, and that offer is not accepted but not bettered when the court assesses your costs, an additional penal amount may be payable by your opponent. Any such amount or amounts will belong to this Company.

## 23 Client Care Code and Handling Complaints

*Code*

23.1 We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are:

- We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority and the Information Commissioners Office.
- You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf.
- You will be notified of the name of the person(s) dealing on a day to day basis with your Matter and the name of the overall supervisor of the work.
- You will be told the name of the new fee earner if the Matter is transferred from one fee earner to another.

23.2 We cannot guarantee that the fee earner or overall supervising will be available on demand, but we will do our best to get back to you promptly.

23.3 You will be informed of the progress of your Matter by telephone or in writing and the reason for any serious delay. We will update you on the likely timescales for each stage of your Matter and any important changes in those time estimates.

23.4 If you do not understand anything, please always ask. We will explain any important document in plain language; if you still are unclear as to the position, please say so.

23.5 Never be afraid to ask for an appointment to discuss your case. Since time is money, do not be afraid to bring a written list of questions and note the answers. This can also be helpful when telephoning so you do not forget any point.

23.6 There may be certain preparatory tasks that you ought to consider carrying out yourself to save costs. An example is putting the papers in order and flagging material items. That is helpful to us, and lowers your bill by saving the time we would otherwise spend.

23.7 At the end you will be sent a bill and a letter confirming the Matter has been completed and, where necessary, summarizing any continuing consequences.

23.8 If in doubt, ask. If you are still unclear or disagree, you can ask for confirmation by letter and you can then write with your comments for our review.

*Complaints Procedure*

23.9 It is important to us that we provide services of the highest quality to all of our clients. We shall ensure that any complaints identified are dealt with in accordance with this procedure.

23.10 All complaints will be dealt with sympathetically and promptly to ensure you receive a high standard of service and client care in the delivery of our services.

23.11 Some concerns may be resolved by the client speaking to the fee earner, and the existence of this complaints procedure is not intended to discourage that.

23.12 Where a client wishes to make a formal complaint, we have a strict procedure and timescales we adhere to. Clients should where possible notify us of a complaint in writing addressed to our Client Care Team in the first instance by emailing Client.Care@taylor-rose.co.uk. A client may also make a complaint orally, and ask that it is considered under this complaints procedure. If you initially make your complaint orally we may ask you to put it in writing, particularly if it is extensive, so there can be no doubt about your concerns. Putting your complaint in writing may also be in your best interests if it is escalated later, although we hope that will be uncommon. We can provide a template to assist you putting your compliant in writing, or we can help you complete the template where you need our support. Where you are unable to put your complaint in writing because of a vulnerability or a disability, suitable adjustments to the process will be made on a case by case basis. References to 'in writing' in this section should be read accordingly.

23.13 We will acknowledge a formal complaint within seven days. An impartial investigation will then be carried out.

23.14 A full response to a formal complaint will be given to you within 28 days, unless the complaint is complex and requires more time. In that case, you will be notified and given an alternative period of time in which we will respond. It will not exceed eight weeks.

23.15 We will reply to formal complaints in writing and provide our views regarding the complaint and how we propose to resolve it.

23.16 If you are dissatisfied with the decision or the way your complaint has been handled, you may write to our Head of Client Care who can also be contacted by emailing Client.Care@taylor-rose.co.uk. The Head of Client Care or Deputy will conduct a review of the complaint decision and/or handling and provide you with their findings. If the Head of Client Care or Deputy dealt with your complaint initially, or you remain unsatisfied with their response, then you can further escalate your complaint to the Director of the Division handling your matter.

23.17 The Director of the Division is ultimately responsible for overseeing your complaint, but that does not mean the Director will deal with all complaints. Directors will only consider complaints escalated following the correct process. If you initially contact the wrong person, then we will redirect you to the correct person.

23.18 The Head of Client Care, Deputy Head or Director will endeavour to respond to your escalated complaint and suggest any alternative proposals to resolve it, usually within 28 days of the complaint being referred.

23.19 If still unresolved at that stage, you may have the option of taking your complaint to the Legal Ombudsman or the Information Commissioner's

Office (only in respect of data protection complaints). Please note that the Legal Ombudsman option does not apply to most businesses (unless the business is within the definition of a 'micro-enterprise' – broadly a business with fewer than 10 employees and turnover under €2m). It does not apply to a charity or club with annual income more than £1m, or trustees or a trust with assets of more than £1m. As of April 2023, you must bring your complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and within one year from the date of the act or omission about which you are concerned or within a year of you realising there was a concern.

23.20 The Legal Ombudsman may:

- Investigate the quality of professional service supplied by a solicitor to a client.
- Investigate allegations that a solicitor has breached rules of professional conduct.
- Investigate allegations that a solicitor has unreasonably refused to supply a professional service to a prospective client.
- Investigate allegations that a solicitor has persistently or unreasonably offered a professional service that the client does not want.

The contact details of the Legal Ombudsman are:

Legal Ombudsman, PO Box 6167, Slough SL1 0EH
Telephone: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

23.21 The Information Commissioner's Office may:

- Contact us for more information.
- Investigate a data protection complaint to the extent appropriate.
- Investigate allegations about the way data has been processed, stored or used personal information.
- Investigate allegations regarding responses to subject access requests or other rights requests.

23.22 Alternative complaints bodies Ombudsman Services, ProMediate and Small Claims Mediation exist which are competent to deal with complaints about legal services should both of us wish to use such a scheme.

23.23 We do not agree to use those complaints bodies, but we may reconsider if you wish to do so.

23.24 The Company is not obliged to comply with this Complaints Procedure in relation to any dispute in which we seek:

- An order or award (whether interim or final) restraining the complainant from doing any act or compelling the complainant to do any act.
- A judgment or award for a liquidated sum where there is no arguable defence.

23.25 The following procedure will be used when a complaint is received about one of our lender clients by one of their clients.

- Any complaint whether made verbally or in writing, whether to the case handler, colleague or reception, will immediately be brought to the attention of the Client Care Team in the first instance.
- A complaints form will be completed and sent together with a copy of the client's complaint letter to the lender client within 24 hours of the complaint being received by the Company.
- The lender client will investigate the complaint and advise the Company on the appropriate response. If the client is dissatisfied with the response, the lender client will deal with the ongoing complaint and will keep the Company informed of the outcome.

Where a complaint is received where we are instructed on a Lender Services basis referred by LMS the complainant shall be advised to contact LMS in the first instance with their complaint. If the complainant proceeds to complain through LMS we will discuss with LMS any issues with a view to reaching a resolution.

## 24 Insurance

24.1 We have a legal duty to tell you about our professional indemnity insurance. We have a legal obligation to carry such insurance and the Company maintains professional indemnity insurance in accordance with SRA requirements. The insurance is provided primarily and jointly by

- Axis Specialty Europe SE, 52 Lime Street, London, EC3M 7AF
- HDI Global SE - United Kingdom, 20 Gracechurch Street, London, EC3V 0BG
- Fortegra Insurance UK Limited, 20 Fenchurch Street, 5th Floor, London, EC3M 3BY
- American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London, EC3M 4AB

under policy number OSO26116322A, covering our practice in England & Wales. Please note that if the Company has to make a notification under the terms of its professional indemnity policy, information about you and your file may be seen by our insurers.

## 25 Liability

*Duty of Care*

25.1 We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

25.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you. Any decision made by you must remain your responsibility.

*Third Parties*

25.3 The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

25.4 The Company alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Director, or any consultant to, or employee or agent of the Company or any service company owned or controlled by or on behalf of any of the Directors and those Directors, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

*Drafts*

25.5 Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

*Current Law*

25.6 The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

*Communication*

25.7 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you provide us with unless you ask us to use other addresses and numbers. You will notify us if you regard any particular type(s) of communications from us as confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

25.8 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

*Deadlines*

25.9 We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

## 26 Proportionate Liability

26.1 If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

## 27 Exclusion of Liability – General

27.1 We shall not be liable for:

- any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or
- any advice or document subject to the laws of a jurisdiction outside England and Wales; or
- any advice or opinion given to you by any third party (whether or not nominated or recommended by us); or

- any loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary; or
- any loss, damage or delay arising out of our compliance with any statutory or regulatory requirement; or
- any losses caused by the hacking of your own email account.

## 28 Exclusion of Liability for Loss of Profit

28.1 We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

## 29 Financial Limit of Liability

29.1 The aggregate liability of the Company and of all Directors, consultants to and employees and agents of the Company and any service company owned or controlled by or on behalf of any of the Company or the Directors in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, unless otherwise agreed, be limited to the sum of ten million pounds (£10,000,000).

## 30 Non-Excluded Liabilities

30.1 Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

## 31 Disclaimers

*Financial Services and Insurance Mediation*

31.1 When we provide Services to you we are acting as your legal adviser. We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000.

31.2 Where we provide Services to you in relation to a Matter which involves or relates to an investment, those Services may involve us in carrying on regulated investment activities. We can undertake those activities, but only on a limited basis where an exemption to that Act applies, including where those activities are closely linked to legal work we do for you. Nothing that we say or do should be taken as advice on the merits of any investment activity (whether under the Financial Services and Markets Act 2000 or otherwise). No communication from us will constitute or should be regarded as an invitation or inducement to engage in any investment transaction or other activity or to exercise any rights conferred by any investment. You are solely responsible for any decision you take to negotiate or enter into a proposed transaction and should do so based on your own assessment of its merits and risks. If you are in doubt over any of these matters, you should seek advice from an appropriately qualified financial adviser.

31.3 We are included in the FCA register so we can carry out certain tasks such as assistance in taking out an insurance policy. This part of our business including arrangements, complaints or redress if something goes wrong is regulated by The Solicitors Regulatory Authority. The register can be accessed via the Financial Conduct Authority website at: www.fca.gov.uk/register.

31.4 When we arrange any insurance policy we only select products from a limited number of insurers for all types of insurance contracts, but we are not contractually obliged to conduct business in this way. You may ask us for a list of insurers, with whom we do business for the type of insurance appropriate to your needs.

*Tax and pensions*

31.5 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning/strategy. We are not qualified or able to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising. We are also not qualified or able to provide pensions advice. If you have any concerns in this respect, please raise them with us immediately so that we can, with your agreement, identify a source of professional assistance for you. It will always be your responsibility to consider whether you need to take any other advice, whether or not we prompt you, and then proceed accordingly.

*Other professional services*

31.6 We do not provide medical advice, accountancy services, valuation of property or goods, surveying, planning or construction services or financial advice or services to clients. If you require such assistance please let us know so that we can, with your agreement, identify a source of professional assistance for you. It will always be your responsibility to consider whether you need to take any other advice, whether or not we prompt you, and then proceed accordingly.

*Planning in property transactions*

31.7 We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

*Contaminated Land*

31.8 We will not advise you about any issues relating to the possible contamination of any land which may be relevant to your property purchase. We are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search.

*Other property disclaimers*

31.9 It is not our responsibility to carry out a physical inspection of the property but, if you wish us to do this for any reason, please make a specific request. We shall not advise on the valuation of the property or the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender, at your expense, an environmental search.

## 32 Force Majeure

32.1 Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure. In those circumstances, the time for performance of the obligation affected by Force Majeure shall be extended to the earliest time reasonably practicable after the end of Force Majeure.

## 33 Termination

*Completion of Services*

33.1 An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends six months after the last date on which we provided Services to you, unless we decide otherwise.

33.2 Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms.

33.3 If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

*Early Termination*

33.4 Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:

- the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any Directors, consultants to and employees and agents of the Company and any service company owned or controlled by or on behalf of any of the Company or the Directors; or
- your unreasonable behaviour; or
- the discovery or creation of a Conflict of Interest; or
- your requesting us to break the law or any professional requirement; or
- the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
- where continuing to act would place us in breach (or in real risk of breaching) our professional or regulatory duties; or
- your failure to pay to us any amount due, or money on account requested; or
- your insolvency; or
- your failure to give us adequate instructions; or
- our being forbidden to act by the National Crime Agency; or
- you or a counter party or other person connected to your matter being or becoming a designated person under the sanctions regime; or
- our assessment of the risks in connection with your matter exceeding a level acceptable to us; or
- our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or
- any other breach by you of these terms.

*Rights on Early Termination*

33.5 On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or

due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. We can keep all your papers and documents while there is still money owed to us for fees and expenses. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

## 34 General

*Severability*

34.1 Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

*Equal Treatment / Equality and Diversity*

34.2 Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status.

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

## 35 Regulatory Information

35.1 Taylor Rose is a trading name of Taylor Rose Limited, which is registered at Companies House as a Limited Company in England and Wales under company registration number 09673088. Taylor Rose TTKW Limited's registered office is at 69 Carter Lane, London EC4V 5EQ.

35.2 Taylor Rose Limited is VAT registered with number 220 8417 36.

35.3 Taylor Rose Limited is authorised and regulated as a licensed body in England and Wales under number 623604 by the Solicitors Regulation Authority (SRA). We must comply with the SRA Standards and Regulations and other professional rules in force at the time. They are available on the SRA website www.sra.org.uk.

## 36 Law and Jurisdiction

36.1 The terms upon which we provide Services to you are governed by and shall be construed in accordance with, the Law of England and Wales. You and we each agree to submit to the exclusive jurisdiction of the courts of England and Wales, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.