
TERMS OF BUSINESS

GORMAN LEGAL

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Thank you for your instructions to act in this matter.

1. Introduction

Gorman Legal is a trading name of Gorman Legal Ltd, a limited company registered in England and Wales under Company Number 11192816. Its registered office is at Hillcrest View, Westfield, Bradninch, Exeter, EX5 4QU.

In these Terms of Business and in our Engagement Letter references to "we", "I", "our firm" and "us" are references to Gorman Legal Ltd. Reference to "you" is to our client as identified in our engagement letter, which is normally dispatched in writing at the outset of any matter. The contract between you and us for the provision of any services by us shall comprise these Terms of Business, any engagement letter and any document referred to in that letter (together "our Retainer").

2. Regulation and our Retainer

We will provide non-reserved legal services upon the terms set out below. We are not a firm of solicitors nor regulated by the Solicitors Regulatory Authority. The persons working at Gorman Legal are former solicitors and our Director, Damian Gorman is a full member of the STEP (Society of Trust and Estate Practitioners).

We intend to send you our engagement letter specifying the scope of work and basis of charge (as well as other information relevant to your individual matter) and that engagement letter will specifically incorporate these Terms of Business. You may be asked to sign and return our Acceptance form to confirm your agreement to the terms of our Retainer. In the event of you instructing us to take any action or give any advice having received our engagement terms but not having signed and returned our Acceptance form, you will be deemed by instructing us to have accepted the terms of our Retainer and will be bound by them including the basis on which we charge our fees.

In the event of any conflict between our engagement letter and these Terms of Business, our engagement letter shall prevail.

If we have commenced the provision of services (for example by gathering information or giving initial advice) prior to your receiving our engagement letter, then notwithstanding that our Retainer is made after the provision of

such services, our Retainer shall be deemed to apply retrospectively from the commencement of such services.

3. Costs, disbursements and billing

(a) Our professional costs

Unless otherwise specified in our engagement letter, our fees are generally calculated by reference to the time spent by us on your matter. Our currently hourly charge out is £220 for your matter unless otherwise stated in our engagement letter. If your instructions require us to work outside normal office hours, we reserve the right to increase the hourly rate.

(b) Any indication of fees is an estimate only (whether stated to be an estimate or quotation). Whilst we endeavour to ensure that estimates are as accurate as possible, the actual fees that are incurred are subject to factors outside our control and are based on the knowledge and information in our possession at the time the estimate is given. You should therefore treat any estimate as a guide only. We cannot guarantee that the final charge will not exceed the estimate.

(c) We will charge you as set out below per hour for each hour of work from now until our firm's annual review on 1 April each year. On 1 April each year the hourly rates are reviewed and we will notify you in writing of any increased rate.

(d) In the administration of estates and in matters involving a large amount of money or benefit to the client, we may base our costs on the time spent by referring to a value element, such as the price of the property or assets, the size of the estate or trust fund or the value of the financial benefit. We may also take other factors into account such as the importance of the matter to the client, the urgent and exclusive allocation of time and resources both in and outside business hours and the complexity and any unusual or difficult aspects of the matter. The value element reflects the importance of the matter and responsibility placed on the firm.

(e) If we need to carry out some unforeseen additional work, we will let you know about this (normally before we carry it out) and provide you with

an estimate of the cost. This situation can arise because of unforeseen circumstances, unexpected difficulties, a change in your instructions or requirements or a change in circumstances during the course of the matter (such an unexpected action or inaction by the other party or parties involved in the matter).

- (f) The time we spend will include (but will not be limited to) the following types of activities: meetings with you and others where appropriate; considering, preparing and working on various documents, drafting documents and letters, correspondence by post or email, making and receiving telephone calls, considering, preparing and working on papers including preparation of bills and statements of account, research, internal consultations and travelling. Such time is recorded and charged in six-minute units at the hourly rates applicable to the relevant individual. Where less than six minutes is taken on a matter, a full unit of six minutes will be charged.
- (g) In addition to the time that we spend, we take into account various other factors including the complexity of the issues involved in the matter, the speed at which action must be taken, the expertise or specialist knowledge that the matter requires and, if appropriate, the value of the property or subject matter involved. Our rates may be adjusted upwards if, for example, the matter becomes more complex than expected or must be carried out in an emergency or out of normal office hours. In these circumstances, you will be notified by us of the increased rate.
- (h) We may arrange for some of the work to be carried out by persons retained but not employed by us. If so, you will not be charged at a greater rate than the appropriate equivalent rate of work carried out by us.
- (i) **Other costs and disbursements**

You must also pay for the expenses that we incur on your behalf (commonly called disbursements). These include photocopying charges, postage other than 1st or 2nd class items, courier costs, travel expenses, overseas telephone calls, and the costs of using the services of other professionals and other persons (such as surveyors, accountants, advocates and other agents). Also payable may be fees to central and local government, regulatory and other bodies (such as court fees, search fees, company searches and so on), charges to transfer funds by electronic or other means and banker's drafts. We are

not currently VAT registered but VAT is still payable on some of these disbursements.

If as part of our work we are required to pay out funds by electronic transfer, for example to you, a beneficiary, a bank or building society or the other side's legal practitioner, this will be charged at the rate of £42 for each electronic transfer required.

(j) Initial costs

As we expend funds on your behalf from commencement of the matter, we may need to ask you for a payment on account of our costs and disbursements as disclosed above. If so, we will send you a statement requesting payment into our Client Account. From time to time, we may ask for a top-up payment. When your matter is completed, we will return any surplus to you. If we ask for costs on account, we are not obliged to do any work until they are received.

These amounts will be shown as paid on your final invoice.

(k) Paying the invoice

Payment of invoices can be made by bank transfer or cheque.

In order to provide maximum protection against fraud we recommend that you always telephone our office to confirm bank account details before a transfer is made.

(l) Billing

We will normally send you an interim bill for our charges and expenses at appropriate intervals while the work is in progress.

Our fees for preparing draft documents are payable whether or not you complete and sign the final version. If we have to rewrite the documentation or make substantial changes to them because you have altered your wishes this will cause us to revise the fee estimate. Delays in providing instructions, information or approving draft documents can also increase the overall fees.

For the administration of estates, we will usually send you a bill on account of our costs and disbursements after the grant of probate has been obtained and at intervals of one to three months thereafter during the administration of the estate. In appropriate circumstances we may send you bills more frequently. We will also send you a final bill for our

costs and disbursements when the administration of the estate is completed. In all cases if we hold sufficient funds on your behalf and have sent you a final or interim bill we will usually deduct our charges from these funds.

If you have any questions about a bill please contact our firm as soon as possible.

If an interim account is not paid within seven days of sending the bill, or a final account is not paid within 14 days of sending the bill, we reserve the right to terminate your instructions and to retain your papers until such time as the account is paid.

We reserve the right to charge an administration fee of £100 per invoice, for any invoice which remains unpaid for 30 days or more.

Where we require payment from you or others for the completion of your matter, we may postpone completion until we are in receipt of cleared funds.

We accept no liability for any loss arising from delay in the clearance of funds which is not attributable to us. We reserve the right to charge interest at 8% above the base rate from time to time of Barclays Bank PLC.

4. Our service to you

We aim to offer our clients quality legal services at a fair cost. We are committed to promoting equality and diversity in our dealings with clients, third parties and employees.

We will:

- (a) Communicate in plain language;
- (b) Explain the legal work required as the matter progresses;
- (c) Provide non-reserved legal services to you with reasonable care and skill;
- (d) Advise only on English law;
- (e) Provide regular updates on the cost and progress of the matter;

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- (f) Provide updates on whether the likely outcomes still justify the likely costs and risks associated with the matter whenever there is a material change in circumstances;
 - (g) Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of the matter;
 - (h) Notify you of any changes in the law which may affect the progress or likely outcome of the matter;
 - (i) Respond to your queries promptly;
 - (j) Deal with all information in accordance with our legal obligations under the Data Protection Act 2018.

We ask that you please:

- (a) Provide us with clear, timely and accurate instructions;
- (b) Keep us updated with information relevant to the matter;
- (c) Provide the relevant documents we need in a timely manner;
- (d) Attend all scheduled appointments on time;
- (e) Notify us immediately if you become aware of any conflict of interest or any other reason which you believe may restrict or prevent us in acting for you or any third party;
- (f) Provide us with all necessary information to enable us to comply with anti-money laundering regulations and general law;
- (g) Notify us immediately if you receive any email or communications purporting to be from us indicating that we have changed our client bank account details or payment arrangements;
- (h) Let us know of any change in your contact details;
- (i) Respond to our queries and requests promptly;
- (j) Pay our costs promptly;
- (k) Not make our work or advice available to third parties.

The advice we give is confidential and for your exclusive use. We accept no liability to any third party who is not our client.

5. Communications between us

We will communicate with you by email, telephone and letter. If you have a preferred method of communication please let us know.

All emails received will undergo a virus check. Unless you withdraw consent, we will communicate with others when appropriate by email, but we cannot be responsible for the security of correspondence and documents sent by email. We do not accept no liability for any losses arising from such risks.

We do not accept service of documents by email.

6. Legal documents

During the time we are working with you it is likely we shall send you legal documents and papers to read and perhaps sign. These may be complex and onerous and we strongly recommend you carefully read these documents and come back to us if there is anything in them which is unclear.

7. Joint instructions

If you instruct us to act not only on your behalf but also on behalf of another person or persons in relation to the same matter, – for instance husband and wife, family members or business partners, –we are thereby authorised to act upon instructions received from any one on the assumption that they have authority to give instructions on behalf of all of them. However, prior to accepting initial instructions the identity of each client must be confirmed.

In the case of companies, the instructions may come from an individual director of the company unless otherwise instructed in writing.

Unless agreed otherwise any one or more of those instructing jointly is jointly and severally liable for costs and disbursements.

If we are acting for you on a disposal where there will be proceeds of sale, those net proceeds will be paid to you. Joint owners will be paid equally unless you tell us otherwise. Unless so notified we shall take it that only you are

interested in those proceeds and there are no trusts or similar in favour of third parties.

8. Conflicts of interest

We will not normally act for two or more clients in the same matter where an actual or potential conflict of interest exists between those clients. We may act for two or more clients in the same matter if a substantially common interest exists and we have explained the relevant issues and risks to each client, who have subsequently given informed consent to us acting for all of them and we are satisfied that it is reasonable for us to do so, it is in the best interests of all clients and we are satisfied that the benefit outweighs the risks.

In any such case no individual within the firm will act for or be responsible for the supervision of work done for more than one of the clients. Appropriate safeguards will be in place to ensure each clients' confidential information is protected. If for any reason we subsequently cease acting for one of the clients they will be required to pay the costs and disbursements incurred on their behalf up to that point.

9. Money held for and due

Money held on your behalf is paid into a client account at such bank as we reasonably employ.

We will pay money due to you by bank transfer or cheque as agreed where reasonably possible, or as we think appropriate. We are likely to take steps to verify your bank account, for example, asking you to supply us with a bank statement showing your name, address and the account details before we arrange a transfer to that account.

Interest will not be paid on balances held in our client account.

Where after completion of our work, or for any other reason, we retain a balance of your money we will return it to you on termination of instructions and completion of the matter.

10. Limitation of liability

We do not accept liability for any loss or damage caused by negligence, non-performance or breach of duty to a value in excess of £1 million in relation to any single matter or any group connected matters which may be aggregated by our insurers.

Loss includes damages, costs, interest and loss (whether direct, indirect or consequential) incurred by or otherwise affecting you or any third party and whether arising under contract, in tort or otherwise.

Various searches carried out by us (at, for example, but without limitation, the Land Registry, Insolvency Service or Land Charges Department) are carried out online using recognised providers. We accept no responsibility or liability arising from reliance upon the results of such searches if they should subsequently be found to be inaccurate or incomplete.

We will not be liable to you for any delay or failure in providing services, where that delay or failure is caused by circumstances beyond our reasonable control.

We will not be liable for any loss, damage or excess arising out of or in connection with any fraudulent representation made by a third party including, but not limited to, any fraudulent representation relating to property value, ownership or the identity of a party to a transaction unless caused by our negligence.

No director, member, representative, agent, employee or consultant of our firm will be liable to you for breach of contract or negligence in their personal capacity. You agree that you will not bring any claim, action or proceedings of any kind whatsoever, whether or in contract, tort or negligence, against any such director, member, representative, agent, employee or consultant of our firm in respect of any services provided to you under our Retainer or otherwise. In this regard, each and every director, member, representative, agent, employee or consultant of our firm shall be entitled to the benefit of the provisions of the Contract (Rights of Third Parties) Act 1999.

The limitations and exclusions referred to in this section will not apply to our liability for fraud, personal injury or death.

Other than in respect of liability arising from fraud, personal injury or death, we do not accept liability for claims received more than 12 months from the conclusion of our work or, if not apparent within that time, more than 6 months after it becomes apparent.

Your statutory rights remain unaffected.

11. Limited companies

When accepting instructions to act on behalf of a limited company we may require a director or controlling shareholder to sign a form of personal guarantee in respect of the legal costs and disbursements of this firm.

12. Tax advice & the Foreign Account Tax Compliance Act

Any work that we do for you may have tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on any specific tax implications of a matter that you have instructed us to deal with, or the likelihood of them arising. If you have any concerns in this respect please 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 may be able to identify a source of assistance for you. If we instruct specialist tax counsel on your behalf or refer the issue to tax advisers, we reserve the right to charge you the fees incurred in doing so.

We do not offer any advice in relation to US or UK reporting obligations as a result of the Foreign Account Tax Compliance Act. You should carefully consider whether it is appropriate to obtain specialist advice in that regard. We will be entitled to rely on any advice and information you receive from your own advisers or investment managers and shall not be under any obligation to verify the accuracy of such advice or confirm that you have met your reporting obligations. We may require your Global Intermediary Identification Number.

13. Complaints

We aim to provide a professional and supportive service. However, if for any reason you are unhappy with any aspect of the service, please let me know. We will always be pleased to discuss any issues which arise in relation to the conduct of your matter.

If there are any problems that cannot be resolved between us, whilst we hope that you will not need to do so, you may be able to make a formal complaint. We can provide you with a copy of our complaints procedure request.

Complaints about a client's rights under the General Data Protection Regulation must be submitted to the Information Commissioner's Office: ico.org.uk.

Any disputes or legal issues arising from our Client Care and Terms of Business will be determined by the laws of England and Wales and considered exclusively by the English and Welsh courts.

14. Anti-money laundering procedures

In accordance with the Proceeds of Crime Act 2002 law firms are obliged to obtain certain information to establish the correct identity and address of clients. In certain circumstances we may be under an obligation to submit a report to the authorities if we have reason to suspect offences concerned with money laundering may have been committed or might be committed.

By accepting this Client Care and Terms of Business you accept that we are entitled to require you to produce appropriate evidence of your identity and address, that we may submit reports to the relevant authorities concerning your business and that we shall not be liable in any circumstance for any losses which you might incur as a consequence of any such steps which we might properly take in pursuance of our statutory obligations under anti-money laundering legislation.

In carrying out our statutory obligations we may incur certain expenses in order to verify the identity of a client to the satisfaction of the authorities, for example company search fees.

Acceptable identification documents

Acceptable evidence of personal identity includes:

- Current valid passport with a UK residence permit if appropriate;
- EU member state identity card;
- Current EU or UK photocard driving licence; or
- Armed Forces ID card.

Evidence of address can be determined by:

- Confirmation from the electoral register;

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- Recent utility bill, bank statement or mortgage statement with the current address;
 - Local authority rates or council tax bill;
 - Current UK driving licence, but only if not used as evidence of personal identity; or
 - Local council rent card or tenancy agreement.

15. Pooled funds

The anti-money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group (JMLSG).

The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts as they do with most other accounts on the proviso that this information is available upon request.

In the event of our bank requesting information about the beneficial owners of our pooled client account you agree to us disclosing your details to them. If further information including verification documentation is required from you in order to identify the owners of funds held by us, you agree to provide it.

16. Data protection and General Data Protection Regulation privacy notice

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

- (a) Updating and enhancing client records;
- (b) Analysis to help us manage our practice;
- (c) Statutory returns; and
- (d) Legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 2018, the General Data Protection Regulation and our duty of confidentiality.

The Data Protection Act 2018 requires us to advise you that your particulars are held on our database and from time to time we may use these details to send you information which we think might be of interest. If you do not wish to receive that information please notify our office in writing. We do not make such information available to any other provider of products or services.

If you are an individual you have the right under the Data Protection Act 2018 to obtain information from us, including a description of the data that we hold about you. Should you have any queries concerning this right please contact our data protection officer Damian Gorman.

Handling your personal data

We confirm the following:

- The fee earner handling your matter, their secretary and any legal assistant within the firm may handle your data.
- Your personal data will remain confidential.
- Your personal data will be used to carry out an identification check as is usual in this type of transaction, to make contact with you for the duration of the matter and to ensure that funds are sent or received to facilitate the transaction.
- The processing of your personal data is necessary for the purposes of the legitimate interests pursued by the firm or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of an individual which require protection of personal data, in particular where the individual about whom data is held is a child.
- It may be necessary to provide third parties with your data to effect the transaction, namely other law firms, search providers, government departments including HM Revenue & Customs, the Land Registry and IT service suppliers.

Fair and transparent processing

We confirm the following:

- Your personal data will not be retained for any longer than is necessary to fulfil the firm's statutory obligations.

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- Upon accepting the client care documentation provided to you at the outset of the matter you will be confirming that the contract which exists between us gives us the right to process your data in relevant and applicable ways.
 - You have the right to request from the firm access to and rectification or erasure of personal data or restriction of processing concerning your personal data.
 - You have the right to object to processing.
 - You have the right to data portability.
 - You have the right to contact the Information Commissioner’s Office in relation to any concerns you may have with regard to the processing of your personal data.

By accepting this Client Care and Terms of Business you agree to provide personal data and consent to our use of it accordingly.

17. Confidentiality and disclosure

We must observe a general duty of confidentiality.

Subject to data protection legislation and our duty of confidentiality we may share your personal data with:

- (a) Third parties and other persons who help us provide our products and services including those retained by our firm but not employed by us;
- (b) Companies and other persons providing services to us;
- (c) Our legal and other professional advisors, including our auditors in the conduct of audit or quality checks on our practice;
- (d) Fraud prevention agencies, reference agencies and debt collection agencies during your service management;
- (e) Government bodies and agencies in the UK and overseas;
- (f) Courts to comply with legal requirements and for the administration of justice;
- (g) To other parties connected with your matters; and

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- (h) Anyone else with your consent or as required by law.

Circumstances where it may be necessary for our firm to disclose information about you other than as a result of the normal conduct of your matter include:

- (a) In an emergency or to otherwise protect your vital interests;
- (b) To protect the security or integrity of our business operations.

External firms or organisations are required to maintain confidentiality in relation to your files.

We use cloud storage for client files. Our cloud software provider is LEAP. LEAP's cloud infrastructure is provided and maintained by industry leading cloud platform provider Amazon Web Services. Amazon Web Services demonstrates a commitment to information security at every level of the organisation and complies with internationally recognised standards, the EU Data Protection Directive, the General Data Protection Regulation and the Data Protection Act 2018.

18. Monitoring communications

We will monitor and maintain on file, be it paper, electronic or both, records of our calls, letters, emails, text messages, social media messages and other communications in relation to your dealings with us. We will do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, for quality control and staff training and in preparation for circumstances where a record of what has been said becomes necessary.

19. Storage of documents

After completing the work we will be entitled to keep all of your papers and documents while there is still money owed to us for costs and disbursements.

We do not normally keep hard copy papers and documents generated by us or received from you or other persons once our Retainer has ended. We intend to keep an electronic copy of your file for no more than six years on the understanding that at the end of six years after the date of the final invoice

we sent to you, we have your express authority to delete it. We reserve the right to retain files for longer than this.

On the completion of the retention period the file is destroyed.

Time limits imposed by documents are your responsibility to diarise. The firm does not take responsibility for diarising dates which occur after a transaction is concluded for you. In certain circumstances, and only by express agreement with you, the firm will diarise dates.

We shall not be responsible for advising you of any future changes in the law which may impact upon you.

If we take papers 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 for time spent producing stored papers and reading and related work to comply with your instructions.

Where documents or papers are to be returned to you, these will be sent to your last known address.

20. Professional indemnity insurance

We have professional indemnity insurance in accordance with regulatory requirements. Our professional indemnity insurance cover may not extend to damages or other monetary awards, judgments or negotiated settlements or claims made or suits brought before any arbitrator, tribunal or court outside of England and Wales.

21. Responsibility for other Experts

We are happy to assist you where we consider we are able to do so in the selection of experts such as accountants, financial planners, investment managers or other legal practitioners in the United Kingdom or abroad, or experts to act on your behalf, but only on the basis that we will not be responsible for any act or omission of such persons.

In all cases you will be responsible for the costs of such persons.

We are not authorised by the Financial Conduct Authority to give advice on investments.

22. Financial Services Compensation Scheme

We have no expertise in relation to the fitness for purpose or solvency of any bank. We assume that any bank licensed to operate by the appropriate statutory authority in the jurisdiction in which it operates will be able to honour its obligations. Accordingly we will have no liability to you in the event of the bank at which the firm's client account is held becoming insolvent or being unable to meet its obligations.

In such an event you may be eligible for limited compensation from the Financial Services Compensation Scheme (FSCS). In the event of our client account holder's collapse you consent to us disclosing your details to the FSCS for the purposes of making a claim on your behalf.

We currently hold our client account funds in the Royal Bank of Scotland (RBS). The £85,000 FSCS limit will apply to each individual client. If you hold personal money in an account with the same bank as our client account the limit remains £85,000 in total.

23. Referral arrangements

We may pay a referral fee for work to be referred to us. In such a situation we will inform you in writing of the existence of a referral agreement. The advice which we give to you will be independent and we will treat you the same as any other client. You are free to raise questions on all aspects of the transaction and any information which you disclose to us will be treated as confidential and not disclosed to the referrer or to any other third party without your consent. We will not act for the referrer in connection with the same transaction in any way and you are under no obligation to instruct us in connection with the transaction.

24. Recovering legal costs and disbursements

If a court orders another party to pay some or all of your legal costs and disbursements it is important to appreciate that you have to pay the legal costs and disbursements in the first place and any amounts then recovered will be repaid to you.

The other person will not be liable to pay the VAT element of costs if you are able to recover the VAT yourself.

If the other party is in receipt of legal aid no costs are likely to be recovered.

It is possible to claim from the other party interest on these amounts from the date of the court order and we will account to you for such interest to the extent that you have paid our costs and disbursements.

You will be responsible for paying our costs and disbursements of seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal costs and disbursements which would be in addition to our legal costs and disbursements. Arrangements can be made to take out insurance to cover liability for these circumstances. Please discuss this with us if you are interested in this possibility.

25. Terminating the retainer

You may end your instructions to us in writing at any time but we can keep all your papers and documents while there is still money owed to us for costs and disbursements.

We will only cease acting for you on good reason and after giving you reasonable notice. Possible reasons for our firm to terminate our retainer with you may include:

- (a) Failure to respond twice to requests for instructions;
- (b) Failure to respond to a request for information required by the Proceeds of Crime Act 2002;
- (c) Failure to comply with a request for payment on account of costs and disbursements;
- (d) Failure to pay an interim account;
- (e) If a conflict of interest arises whereby we are no longer able to continue acting for you.

We also reserve the right to stop acting at any time in the event of rude or abusive conduct being directed against any member of staff.

If we stop acting for you, you must pay our charges up until that point. These are calculated by proportion of the agreed fee or the full amount depending on the extent of the work already carried out.

26. Distance selling – The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If we have not met you in person, because for example instructions and signing of the contract documentation is taking place by telephone, mail, email or online – 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 – by way of an ‘off-premises’ contract and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason. The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel you must inform us of your decision to cancel this contract by a clear statement, for example a letter sent by post, fax or email. We will acknowledge receipt of such a cancellation on a durable medium, for example by email, 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.

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 email, post or fax to enable us to do so. By signing and returning one copy of this document, you are confirming that we can begin work immediately. 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, 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 we will not be able to undertake any work during that period.

27. Continuing instructions

Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms of Business shall apply to any future instructions given by you to this firm.

Although your continuing instructions in this matter will amount to an acceptance of our Terms of Business, it may not be possible for us to start work on your behalf until a copy has been returned to us.

If you require clarification on any of these points, please do not hesitate to let us know.
