

TWOMLOWS Solicitors and Advocates

Terms and Conditions of Business

Our firm is authorised and regulated by the Solicitors Regulation Authority (SRA), the regulation body for Solicitors, under registration number 67282. The SRA Code of Conduct and other rules and legislation require the clients of solicitors be informed of certain terms of business, so that you can make informed decisions about your case. The terms set out below are our general terms and conditions of business. You will also receive a separate letter ("the engagement letter") which sets out the particular terms relating to the work we will do for you. These two documents contain the terms and conditions of business which apply to our relationship with you. You will be asked to sign and return a copy of the engagement letter confirming that you agree our terms and conditions. If you fail to return the engagement letter duly signed your continuing instructions will amount to acceptance of these terms and conditions and the terms and conditions set out in the engagement letter. Where there is any inconsistency between these general terms and conditions and the engagement letter then the terms contained in the engagement letter will prevail.

Our terms of business will not be limited to the present instructions but will apply to all future instructions from you accepted by us. We reserve the right to vary or amend these Terms and Conditions from time to time in which event you will be notified in writing. Any amendment will take effect from the date of the letter notifying you of the same.

OUR AIM

- We aim to offer our clients quality legal advice with a personal service at a fair cost. We hope it is helpful to you to set out in this statement the basis on which we will provide our professional services and how you can help us.

OUR HOURS OF BUSINESS

- The normal hours of opening at our offices are between 9.00am and 5pm on weekdays. Some close at lunchtime between 1.00pm and 2pm. Messages can be left on the answer phone outside those hours, or sent by fax or e-mail. Appointments can be arranged at other times when this is essential.

PEOPLE RESPONSIBLE FOR YOUR WORK

- Please refer to the letter accompanying this agreement.

OUR SERVICE LEVEL AND COMMITMENT TO YOU

We will:-

- REPRESENT your interests and keep your business confidential.
- EXPLAIN to you the legal work which may be required and the prospects of a successful outcome.
- MAKE SURE that you understand the likely degree of financial risk which you will be taking on.
- ADVISE YOU if legal aid or other assistance might be available to you.
- KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from us.
- TRY to avoid using technical legal language when writing to you – tell us when we fail in this aim!
- DEAL with your queries promptly, for example, we will always try to return your telephone calls on the same day and if this should not be possible on the next working day.

HOW YOU CAN HELP US

- Give us clear, timely and accurate instructions.
- Tell us if you have any important time limits.
- Make sure that we have understood each other correctly. Ask if you are not sure about anything.
- Deal promptly with any questions that arise.
- Provide all documentation and information required to complete the transaction in a timely manner
- Safeguard any documents which are likely to be required for discovery
- Check whether any insurance policy or membership you hold provides legal expenses cover for this type or matter and notify us accordingly
- Keep in regular touch. Don't feel afraid to ask for a progress report if you are worried about anything or do not hear from us when you expect to.
- Help us plan our working day. Unless it is urgent write to us rather than telephone. Make an appointment if you want to see someone. Please avoid unnecessary calls and appointments – these can only add to the costs.
- Notify us immediately if you become aware of conflict of interest or any other reason which you believe will restrict or prevent us in acting for you or any third party.
- If you are a company we shall be entitled to assume that these terms are accepted by all directors and authorised officers of the company.
- If there is any discrepancy between your instructions as to who are the Persons with Significant Control (PSC), [someone who owns or controls your company. They are sometimes called 'beneficial owners'], in your company and what is shown on the Companies House Register we will be obliged to report such discrepancies to Companies House.

COMPLAINTS

- We are confident of providing a high quality service in all respects. However, if a problem arises at any time, including the conduct of the case or our bill, please make an appointment to see the fee earner handling your case or the person named in the accompanying client care letter as having responsibility for overall supervision of your matter so that we can talk about your concerns.
- If that does not provide the solution, you may refer the matter to Mr Andrew Twomlow (or Mrs Molly Twomlow if Mr Twomlow is the person handling your file) one of the partners, who will fully investigate your complaint and provide a full written response within a period of 28 days. Should you require a copy of our written complaints procedure this can be provided on request.
- We have 8 weeks to consider your complaint. If we have not resolved it within this time or you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman for England and Wales can be contacted by post at PO Box 6806, Wolverhampton, WV1 9WJ, by phone on 0300 555 0333 or by email at enquiries@legalombudsman.org.uk. Their website can be found at www.legalombudsman.org.uk For the Legal Ombudsman to deal with your complaint the problem must ordinarily have occurred after 5th October 2010. Subject to the above Scheme Rules, and the Legal Ombudsman's discretion to extend the time limits, you will need to bring your complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint; **and** no later than 6 years from when the problem (act or omission) occurred **or** no later than 3 years from the date, you should reasonably have known that there was cause for complaint. If you are unsure about these time limits and how they apply to your matter, please contact the Legal Ombudsman's office, using the contact details shown above, to clarify the position

Please Note

- If your complaint is specifically about our bill, you have the right to object to it and apply for an assessment of it under part III of the Solicitors Act 1974. If you should choose to exercise this right, and the court is assessing our bill, you may be unable to use the Legal Ombudsman service.

- If you are complaining as a business client, unless you are a “micro business” (as defined by the European Union), you may not be able to use the Legal Ombudsman scheme and should check the guidance on Legal Ombudsman’s website.
- If you refer your complaint to the Legal Ombudsman as a trustee or personal representative (executor/administrator) or beneficiary of the estate/trust of a person who, before they died, had not referred the complaint to the Legal Ombudsman the period runs from when the deceased should reasonably have known there was cause for complaint; and when the complainant (or the deceased) should reasonably have known there was a cause for complaint will be assessed on the basis of the complainant’s (or deceased’s) own knowledge, disregarding what the complainant (or the deceased) might have been told if he/she had sought advice.
- If the ombudsman considers there are exceptional circumstances (e.g. serious illness or you were still within the time limits when you made your initial complaint to them) then he/she may extend any of the above time limits to the extent that he/she considers fair.

CHARGES AND EXPENSES

- At the outset we will discuss how costs and expenses are to be met and whether you may be eligible for legal aid – we can make the application for you – or whether some form of Contingency Fee Agreement (“no win, no fee”) would be appropriate. You may already have insurance cover for this or be entitled to help from some other organisation.
- If you are granted legal aid your fees will be paid in full by the Legal Aid Agency or Crown Court. However, if yours is a case which proceeds to the Crown Court, then your means will be assessed and you may be required to make a contribution to the cost of your defence. If you are subsequently acquitted then this contribution will be returned to you. You will receive further detailed information on this should your case proceed to the Crown Court but please note that if you apply for legal aid and it is refused because of your means you will be obliged to pay our fees on the basis set out below. Even if you are acquitted and awarded costs out of central funds by the judge you will only be reimbursed at legal aid rates (which are lower than our hourly rates). You are unlikely therefore to recover all that you have paid us for costs and disbursements.
- We will give you the best information we can as to the likely cost either by agreeing a fixed fee with you, giving you an estimate of costs or giving the best indication we can at that stage of the likely costs. No costs advice or costs estimate we may give shall amount to a fixed fee agreement unless a fixed fee is clearly specified.
- Where we accept conduct your case, we do not usually receive commissions or referral fees and therefore, other than our fees will not normally receive from a third party any financial benefit as a result of accepting your instructions.
- When we have given you a specific estimate of costs of a particular transaction we expect to be able to keep to that figure but if any matters arise which cause unexpected additional work we do reserve the right to amend that estimate. Should this become necessary we will write to you immediately.
- In all other cases our charges will be calculated mainly by reference to the time actually and necessarily spent by the solicitors and other staff in respect of any work which they do on your behalf and/or the value of the transaction. This will include meetings with you and perhaps others; reading, preparing and working on papers; correspondence; making and receiving telephone calls, emails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.
- Routine letters, emails and texts that we send are charged as 6 minute units of time and we charge for the time spent on making and taking routine telephone calls in 6 minute units, and considering incoming letters and emails at units of 3 minutes per page. Longer letters, emails and telephone calls may be specifically timed and charged accordingly.

- Details of our current hourly rates for this work (if it is to be charged on this basis) are set out in the accompanying letter. The rate reflects the seniority of the person handling the matter and you will be notified of the hourly rates, which apply. We will add VAT to those at the rate that applies when the work is done. At present VAT is 20%. We charge a premium of 25% of the usual hourly rate if we are required to work outside normal office hours.
- These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 January each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.
- Where requested we will endeavour to provide an estimate of our likely fees for acting on a particular matter. If your instructions change or a matter becomes more complex or time consuming than envisaged we will where possible advise you of any revision to our estimate.
- In matters involving court proceedings, if your case is unsuccessful, or you are successful but the court does not make a costs order against your opponent, we may be prepared to charge you at such discounted rate as may be set out in the accompanying letter. Letters and telephone calls will be charged as above on the basis of the discounted hourly rate and any interim bills will be calculated at the discounted rate.
- In property transactions, in the administration of estates and in transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g. the price of the property, the size of the estate or the value of the financial benefit. The value element reflects the importance of the transaction and the resultant risk and responsibility falling on the firm.
- Solicitors have to pay out various expenses on behalf of our Clients ranging from Land or Probate Registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you (or the LAA) have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as "disbursements" and they will be added to your bill.
- Once we have received cleared funds from you, these will be transferred from our Client Account to our Office Account to enable us to discharge all fees and disbursements incurred on your behalf. This transfer will be made without further reference to you and this document constitutes notice of this transfer of funds.
- All statements of account are supplied with Errors and Omissions Excepted; accordingly, changes may be made following completion of a property transaction or other matter as a consequence of changes to the figures provided by you or others. In these circumstances, a final account will follow.
- We cannot accept monies from clients or third parties unless we are satisfied as to the **source of funds** and we may be unable to accept such payments if we are unable to comply with our professional obligations. It is simpler if the source is in an account, in your name, in a UK bank or building society. If the source is an unusual one, such as an account in another country or in the name of someone other than yourself, please tell us as early as possible, including the reason. If monies are paid into the firm's account without our knowledge, this is likely to delay the transaction and you may incur additional fees.
- Save where a client enters into a conditional fee agreement, the fees are payable whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason, then we shall be entitled to charge for work done to date on the basis set out above.

PAYMENT ARRANGEMENTS

- Property transactions. We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion, and on a sale at completion. If sufficient

funds are available on completion of a sale and we have sent you a bill, we will deduct our charges and expenses from those funds.

- Administration of estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.
- Personal injury action. The firm may offer you what is known as a *conditional fee agreement*. The basis of fees under a conditional fee agreement will be discussed at the time such an agreement is to be entered into. It will also be a condition of entering into such an agreement that the client takes out a separate Insurance Policy to cover certain costs and disbursements. Again, such Insurance will be discussed with the client prior to such Insurance being effected.
- Other cases or transactions. It is normal practice to ask clients to pay sums of money from time to time on account of our professional fees, expenses and VAT ("costs) before any work is undertaken. Such payments, together with any accrued interest, will be applied towards payment of future bills and will be transferred from client account to office account at the time any relevant bill is issued or disbursement paid. It is helpful if clients meet such requests with prompt payment to avoid any delays in the progress of their case. In transactions or cases likely to continue for more than one-month, interim accounts covering the work already carried out will normally be rendered at least quarterly. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. In the event of any bill or request for payment on account not being paid on time we reserve the right to decline to act further in the case including not attending at any hearing or filing any documents to comply with court directions. The full amount of work done up to that date will be the subject of a final account which will be sent to you for payment.
- In cases or transactions continuing for some period, many clients find it convenient to arrange regular payments on account by way of bank standing order. We will provide our bank details to enable you to set up the standing order.
- In any matter where monies are recovered or held on behalf of a client, including compensation from a claim or the proceeds of sale of a property or shares, we reserve the right to deduct from such monies the amount of costs and/or disbursements then outstanding.
- Except in Legal Aid matters, we will be entitled to exercise a lien over your file of papers until our costs and disbursements have been paid in full.
- Unless we are already holding sufficient money on account, all bills must be paid within 14 days. Interest will be charged on a daily basis at 15% from the date of the bill in cases where payment is not made within that period.
- If joint clients instruct us, then, unless otherwise agreed, all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees. Instructions are understood to be for the purposes of all of those instructing us. We will act on instructions from any one of those clients unless you instruct us otherwise. Liability to pay our costs is joint (all the clients together) and several (each may be liable for the whole amount). If instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us. If not, then that person will be liable to us as if they were our client.
- When we accept instructions from a corporate entity (such as a limited company or limited liability partnership) we may require personal guarantees in relation to our fees and disbursements from appropriate directors, members or shareholders (or other individuals or companies).
- In respect of any instructions we receive from a limited company or limited liability partnership, the signatory to any letter of engagement personally guarantees payment of any fees outstanding to us.
- In the event of any account or request for payment on account not being paid, we reserve the right to terminate our retainer and/or to decline to act further for you. We also reserve the right to retain

your papers or documents (save for any specific documents which may not be subject to a solicitor's lien) until payment is made.

- Some types of work involve us in making payment of sums to third parties on your behalf. Where money is paid to third parties at least eight working days must be allowed for clearance of funds. In most cases it will be both cheaper and more convenient for you to arrange for funds to be sent to us in advance by Telegraphic Transfer (CHAPS).
- As required by the SRA Accounts Rules 2019, we would also inform you that such payment on account will initially be paid into our Client Account but as soon as each disbursement has been paid out we will transfer the equivalent value from Client Account to our Business Bank Account.
- Where a client obtains borrowing from a lender in a property transaction we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available for completion. Such clients need to be aware that, occasionally, the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

COSTS RECOVERED AND PAYABLE

- It is important that you understand that you will be responsible for paying our bill/s.
- In some litigation cases a successful client may be entitled to the payment of costs by some other party to the proceedings. However, it is rare for the system of "assessment" of costs, as it is known, to result in the other party having to pay the full amount of costs incurred by the client with their own solicitor. If the other party is in receipt of Legal Aid no costs are likely to be recovered. In the event that a client is successful, and costs do fall to be paid by the other party, interest can be claimed on those costs against the other party as from the date on which the order for costs was made. To the extent that any of the fees and disbursements of this firm have been paid on account by the client we will account to the client for such interest but will otherwise be entitled to retain it.
- Clients must note that the primary liability for costs incurred with us is that of the client even in a case where it is expected that an order for costs will be obtained against another party.
- You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.
- Clients who enter into a conditional fee agreement with us will be separately advised of the basis of costs recovery.
- In both civil and criminal matters, you can sometimes be called upon to pay the other party's costs and these will often be more than the costs which you would have incurred with us. Costs can be ordered during the case as well as at the end of it.
- There is a scheme available whereby by paying a premium you can in some circumstances insure against having to pay the other side's costs but this scheme is not available in all instances and where it is available, it would cover the other side's costs which you might have to pay at the conclusion of the case and not any costs which may be ordered during the case. We will discuss this with you if we think it appropriate
- In criminal cases, details about the Victim Surcharge and Prosecution Costs will also be set out as appropriate in our client care letter.

INTEREST PAYMENTS

- Any money received on your behalf will be held in our Client Account. Subject to the terms of this paragraph, interest will be calculated and paid to you in accordance with the SRA Accounts Rules. If we hold client money, for more than 7 days, fair and reasonable interest will be paid at the rate from

time to time payable on Royal Bank of Scotland plc's Designated Client Accounts less a sum of £20.00 to take into account the administrative costs of calculation and payment in respect of each amount of interest as and when calculated. We will not pay interest if the total interest so calculated is less than £100. Subject to the above, the period for which interest will be paid will normally run from the date(s) on which cleared funds are received by us until the date(s) of issue of any cheque(s) in discharge thereof.

- Where religious considerations impact upon the payment or receipt of interest, the firm will deal with the issue sympathetically and on each case individually.
- Where a Client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of 4 working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such Clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.
- Mrs Molly Twomlow is the designated Compliance Officer for Finance and Administration

COMMUNICATION BETWEEN YOU AND US

- We will aim to communicate with you by such method as you request. If you have any particular requirements please make this clear at the outset of the matter. Unless you withdraw consent we will communicate with you and others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent in this way. We do not currently encrypt our outgoing email messages. If you provide us with an email address we assume that you are happy for us to communicate with you via email and to store your emails.
- Due to the increased risk of fraud and cybercrime it is our policy not to communicate bank details by email. If you receive any email communication purporting to be from Twomlows which provides you with bank details and asks you to pay money into an account please do not do so. Instead, please contact the lawyer dealing with your matter.

INFORMATION & CONFIDENTIALITY

- We undertake to take all reasonable steps to safeguard and maintain the confidentiality, integrity and accessibility of information entrusted to us by you. We may release information where that is necessary for the legal services that we provide to you, where it relates to the administration of the firm's relationship with you, where we organise an event jointly with a third party or where we are required by law or by any professional or regulatory body.
- If on your authority, we are working in conjunction with other professional advisers acting for you (such as accountants, barristers, financial advisers etc.) we will assume we can disclose any relevant aspect of your affairs to them.
- In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, has to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and the court.
- Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

AUDITING & VETTING OF FILES

- External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.
- In particular, the firm is working towards the Lexcel Quality Standard & holds the CQS Quality Standard of the Law Society. As a result of this, we are, or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking. All inspections are, of course, conducted in confidence. If, however, you object to this, then please let us know and we will mark your file(s) as “not to be inspected”. Please note that if you are legally aided, the LAA and its auditors have the right to inspect/audit your file(s).

ELECTRONIC COMMUNICATIONS

- We may correspond, convey documentation and generally communicate with you and any third party in connection with our services electronically (unless you expressly request otherwise on specific matters) and receive such communications from you and any third party. You and we understand and acknowledge that the electronic transmission of information by email on the Internet or otherwise has inherent risks and that such communications may become lost, delayed, intercepted, corrupted or be otherwise altered, rendered incomplete or fail to be delivered. We shall use our reasonable endeavours to ensure that electronic communications that we send are free from viruses and any other material which may cause inconvenience or harm to any other computer system and you undertake to do likewise with any electronic communications you may send to us.
- However because the electronic transmission of information cannot be guaranteed to be secure or error-free and its confidentiality may be vulnerable to access by unauthorised third parties, neither you nor we shall have any responsibility or liability to each other on any basis other than your or our bad faith or wilful default in respect of any error, omission, claim or loss arising from or in connection with the electronic communication of information by us to you or any third party or to us by you or any third party (or their or our reliance on such information).
- For your convenience documents may be made available to you in electronic as well as hard copy format. Multiple copies and versions of documents may therefore exist in different media. In the case of any discrepancy the signed hard copy should be regarded as definitive.

OUTSOURCING OF WORK

- Sometimes we ask other companies or people to undertake typing, photocopying or other administrative work on our files to ensure this is done promptly and meets our quality and service standards.
- We may also, from time to time, use external accredited police station representatives or Crown Court clerks to attend at the police station/court on our behalf.
- We may instruct external consultants and advisors to review your file(s) and information with a view to assisting us with our compliance.
- We will, where appropriate, seek a GDPR-compliant confidentiality agreement with outsourced providers.

LIMITED COMPANIES

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

MONEY LAUNDERING REGULATIONS 2017 AND FINANCIAL TRANSACTIONS

- We are required under the Money Laundering Regulations 2017 to identify and verify the identity of our client and in certain circumstances, other persons such as directors or beneficial owners and to keep that information updated. We may make checks using electronic verification systems or other databases as we may decide. We are also required under the Proceeds of Crime Act 2002 as amended and similar legislation to report to official agencies any concerns, which may come to our attention whilst dealing with a matter on your behalf. We may be prohibited from notifying you of any report we may have to make or from either confirming or denying that a report has been made. If we make a report to the National Crime Agency or similar authority, we may be prohibited from continuing with your work while the authorities undertake their own investigations. We may be ordered to stop your work altogether. In those circumstances, we will not be able to accept responsibility for any resulting loss or inconvenience.
- The Office of Financial Sanctions Implementation (OFSI) helps to ensure that financial sanctions are properly understood, implemented and enforced in the United Kingdom. If we find out that a person or organisation we're dealing with is subject to financial sanctions, we must immediately:
 - stop dealing with them
 - freeze any assets we're holding for them
 - notify the OFSI as soon as possible

We may ask you to reimburse us for any costs we reasonably incur in complying with any disclosure requirement referred to above. We will not be liable for loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirements.

- We will not be able to receive any funds from, or pay any funds to, you or on your behalf unless all necessary identification and other procedures have been satisfied for the purposes of the Regulations. Any failure or delay on your part to provide us with any requested documentation or information may mean that we cannot act for you or must cease acting for you.
- For individuals and partnerships, proof of identity will usually be a current valid passport, driving licence, recognised identity card or equivalent showing your name, date of birth and photograph, together with a current utility bill or equivalent confirming your address. For companies, we will usually require a copy certificate of incorporation or copy audited statutory accounts together with personal identification as above in respect of some or all of the company's directors. In the case of a company incorporated overseas, there should also be a certificate from lawyers qualified in the relevant jurisdiction to the effect that the company is properly incorporated, together with evidence of the company's directors and of the authority and identity of the persons instructing us.
- We are required to keep these records for a minimum period of five years. Where we already hold the above information as we have acted on your behalf before in connection with another matter, we may require further documentation from you in order to update our records.
- In the light of the Regulations and for insurance reasons we do not normally accept cash payments from or on behalf of clients and then only in special circumstances and for limited amounts up to £500. Any cheque you give us should be a personal cheque from you drawn on a UK Bank Account in your name.

DESTINATION OF FUNDS

- Where we are to pay money out to you, we will normally do so by cheque in your favour, or into an account in your name. If instead you want us to pay surplus money out into the name of someone

other than yourself, please tell us as early as possible, including the reason. We may not be able to comply with your request. The money received and paid out must relate to the underlying transaction/case. We are not permitted by the SRA Accounts Rules to simply act as a banker and receive money from you or a third party and pay it out on your behalf. All payments in and payments out must be related to and recorded on your matter file.

MORTGAGE FRAUD

- If we are also acting for your proposed lender (e.g. Bank/Building Society, named in the client care letter) in a purchase transaction, we will have a duty to reveal to your lender all relevant facts about the purchase and mortgage. This includes any differences between your mortgage application and information we receive during the transaction; any cash back schemes or discount schemes that a seller is giving you.

STORAGE OF PAPERS AND DOCUMENTS

- We are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. Once our costs have been paid we will, unless other agreements are specifically agreed with a partner, return your original documents. We will store, at no cost to you, a set of records for an appropriate period of at least 6 years from the date of the final bill that we send you for the matter, after which we will securely destroy those records. We will not of course destroy any documents such as wills, deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice is given in writing to you of any charge to be made from a future date, which may be specified in that notice.
- If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent and charges incurred by us for producing stored papers or documents to you or someone else at your request including reading, correspondence or other work necessary to comply with your instructions.
- At the conclusion of the matter, we will endeavour to remind you of any relevant future key dates. It is, however, your responsibility to record and act upon those dates since we will not keep a record or remind you those dates.
- We retain all copyright and intellectual property rights in all material developed, designed or created by us during the course of carrying out your instructions including systems, software, know-how, reports, written advice, drafts and working papers.

TERMINATION

- You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.
- We may decide to stop acting for you only with good reason, for example, if:
 - we cannot continue to act without being in breach of rules of professional conduct; or
 - we are unable to obtain clear instructions from you; or
 - for any reason there has been a serious breakdown in confidence between us; or
 - you do not pay an interim bill or comply with our request for a payment on account; or
 - in a property transaction you tell us things that are relevant to your lender's decision to provide finance and ask that we withhold that information from your lender; or
 - we have cause to suspect that your matter may contravene the Proceeds of Crime Act 2002 or Money Laundering Regulations 2017.

- We will give you reasonable notice that we will stop acting for you. If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out earlier.

RIGHT TO CANCEL

- If your matter is not a Legal Aid case, and if we have not met with you at our offices, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply and you will have the right to cancel your instructions without charge within 14 days of the date on which you have asked us to act for you. If so, a separate letter explaining your rights of cancellation and a statutory form of notice will be sent to you.

DATA PROTECTION

- As solicitors, we have a duty of **confidentiality** to you under the SRA Code of Conduct 2019. We, of course, take that duty very seriously and it is part of our professional culture to protect your personal data. In some circumstances we will have a **legal obligation** to share your personal data with public agencies and authorities. We are also registered under the Data Protection Act with the Information Commissioner.
- We use the information you provide primarily for the provision of legal services to you and for related purposes. Our use of that information is subject to your instructions, the Data Protection Act, and from the 25 May 2018, the General Data Protection Regulation (GDPR).
- Further information on how we process your personal data and our lawful bases, for doing so under the GDPR, can be found in our Privacy Notice, on our website at www.twomlows.com. If you do not have access to the Internet, then please inform the fee earner with conduct of your matter and they will send you a paper copy of the Privacy Notice.
- Although the law changed on 25 May 2018, it will not alter the way we process your information. If you refuse to provide certain information or object to us sharing it with others, then we may not be able to progress your matter or indeed continue to act for you.
- Please note that our work for you may require us to give information to external third parties such as expert witnesses and other professional advisors and auditors. Some of those third parties such as barristers and doctors will be subject to their own professional codes of conduct with regard to confidentiality. We have entered into appropriate confidentiality/privacy agreements with relevant third parties.
- You have the right to access the personal data that we hold about you. You also have other rights such as the right to object to us sending you information. You can exercise these rights by simply writing to Molly Twomlow, our Data Protection Officer who has overall responsibility for Data Protection. If you have difficulty in putting your request in writing, then please contact us in some other way and we will do all that we reasonably can to accommodate you and enable you to exercise your rights. We may ask you for proof of identity when you make a data subject access request. Further information on your rights can be found in our Privacy Notice, which is available on our website.
- We may from time to time send you information, which we think may be of interest to you. If you do not wish to receive that information, please let us know. We attach a "Right to Object" form for your use.
- If you apply for legal aid we are obliged to share information about your case with the Legal Aid Agency (LAA) and are subject to their Data Security Requirements. Further details about the rights of the LAA will be set out in your legal aid application or alternatively, you can ask us for further information about this.

DIRECT MARKETING

- If you would like to opt in to receiving direct marketing and updates from us, please tick the following box.

CLIENT DEPOSITS

- Where money is deposited by you with us or by us on your behalf, we will ensure that the money is held in one or more client bank accounts with an authorised clearing bank or building society in accordance with the SRA Accounts Rules 2019.
- We are, however, unable to guarantee the safety of such deposits. In the event that any bank or building society with whom we have placed all or part of your money is unable to repay or delays repayment of any monies, you agree that you will not bring any claim or proceedings of any nature against us in respect of or in connection with the money deposited with us or the choice of bank or building society holding the said monies.
- Each client's money is to be regarded as split between the client accounts we hold with different banks or building societies, in proportion to the total client money held in each such client account. In the event of a bank failure you will need to make a claim to the Financial Services Compensation Scheme (FSCS) or other deposit protection scheme applicable to the bank in question. We do not guarantee that any such compensation scheme will apply or that any claim you make will be successful. The Financial Services Compensation Scheme is the compensation fund of last resort for customers of authorised financial services firms. This means that FSCS can pay compensation if a bank is unable, or likely to be unable, to pay claims against it. The bank in which your money will be held will be either Barclays Plc, Lloyds Banking Group Plc or Monmouthshire Building Society
- From the 30/1/2017 the FSCS will only protect deposits of client money deposited up to a limit of £85,000. Any amounts in excess of £85,000 will not be recoverable through the FSCS.
- For further information on the conditions governing compensation and details on how to apply please refer to the FSCS at www.fscs.org.uk. The £85,000 FSCS protection limit applies to you as an individual client, and so if you hold other personal monies in the same deposit-taking institution (e.g. bank) as our client account, the limit remains £85,000 in total.
- If you are a corporate body client and are not considered a small company by FSCS, then you will not be eligible for compensation.
- Deposit-taking institutions (like banks) have several brands, i.e. where the same institution is trading under different names. You should check either with your deposit-taking institution, the FCA or a financial adviser for more information.
- We will assume by your acceptance of these terms of business that we have your consent for the disclosure to the FSCS of your details in the event of a deposit-taking institution (bank) failure.

INSURANCE DISTRIBUTION DIRECTIVE

- We are not authorised by the Financial Conduct Authority (FCA). However, we are registered as an exempt professional firm in the register maintained by the FCA (reference number LS67282) so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance products. This part of our business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed via the FCA website at <http://www.fca.org.uk/firms/financial-services-register>
- If the need for an insurance policy arises in your matter, we will write to you in more detail about the cover needed and the cost at that stage so that you have time to make an informed decision about the policy being offered by the insurance company

INVESTMENT SERVICES

- If during your transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority (FCA), as we are not. However, as we are regulated by the Solicitor Regulations Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are undertaking for you.

PROVISION OF SERVICES REGULATIONS 2009

- We are registered for VAT by HMRC under VAT registration number 465 0408 58
- We hold professional indemnity insurance with Hiscox Insurance Company Ltd of 1 Great St Helen's, London EC3a 6HX telephone number 020 7448 6544 which covers us for legal advice services in England and Wales only.
- We are regulated by the Solicitors Regulation Authority and the detailed professional rules to which we are subject can be found in the current SRA Standards & Regulations on the SRA's website <https://www.sra.org.uk/consumers/who-we-are/sra-regulate/>
- Our complaints resolution procedure is set out above.

TIME LIMITS

- Many cases have strict time limits within which a case has to be brought or during which procedural matters have to be complied with. You will be advised of these time limits at the outset. It is important that you remember them and check that they are being complied with. The responsibility is as much yours as ours.

TIME SCALES

- We will at the outset give you an indication of how long your case is likely to take to complete. This will obviously vary depending on the circumstances and to some extent will be out of our control e.g. mortgage approval, surveys, and experts' reports.
- We have set out below a table of the "normal" timescales for certain types of case which is meant as a general guide only

Type of Case	Average Timescales
Purchase	8 to 12 weeks
Sale	8 to 12 weeks
Probate	6 to 12 months
Wills	2 to 4 weeks
Lasting Powers of Attorney	4 to 5 months
Divorce	3 to 6 months
Financial Provision	6 to 15 months
Crime – Magistrates Court – Guilty Plea	2 to 6 weeks

Crime – Magistrates Court – Not Guilty Plea	1 to 3 months
Crime – Crown Court – Guilty Plea	4 to 8 weeks
Crime – Crown Court – Not Guilty Plea	3 to 6 months
Personal Injury & Civil Litigation – Admitted Liability	6 months to 1 year (depending on medical evidence)
Personal Injury & Civil Litigation – Fully Contested	1 to 2 years

EQUALITY & DIVERSITY

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

FORCE MAJEURE

- We shall not be liable for failure to perform or for any delay in performing our obligations if the failure or delay is due to causes beyond our control including but not limited to extreme weather, riot, curfew, war, terrorism, industrial action, the conduct of any police or other official investigation or delays in providing or non-provision of the National Crime Agency consent following a disclosure under the anti-money laundering legislation.

LAW – England & Wales

- Our dealings and contractual arrangements will be governed by the laws of England and Wales. Any dispute arising out of our engagement or those terms shall be subject to the exclusive jurisdiction of the Courts of England and Wales. Should any of the terms of business be held to be invalid, the remainder will continue with full force and effect.

Right to object

I wish to exercise my right to object to:

1. You sending me direct marketing information or updates.

We will stop processing personal data for direct marketing purposes as soon as we receive your objection.

2. You processing my personal data based on your “legitimate interest” as set out in your Privacy Notice on the following “grounds relating to my particular situation”:

(set out your grounds here)

Please send the completed form to:

Mrs Molly Twomlow

Email: m.twomlow@twomlows.com

**Address: Twomlows Solicitors and Advocates,
20 Newport Road, Caldicot NP26 5AJ**

Your Full Name:

Your Address:

File Ref:

(if known/applicable)

Email:

Telephone:

Signature:

Date:

Our Response to your Objection:

If your objection related to us **processing your personal data based on your “legitimate interest”**

Then our response is as follows:

1. We will stop processing the personal data;

or

2. We can demonstrate compelling legitimate grounds for the processing, which override the interests, rights and freedoms of you as an individual and those compelling legitimate grounds are set out in the attached letter dated: _____

or

3. The processing is for the establishment, exercise or defence of legal claims as set out in the attached letter dated: _____

Signed: _____

Date: _____

***Please note it may take us up to 10 working days to process your opt-out request**