

TERMS AND CONDITIONS OF BUSINESS

PLEASE NOTE: A LARGE PRINT VERSION OF THIS DOCUMENT IS AVAILABLE ON REQUEST

1. THE FIRM

Pothecary Witham Weld is authorised and regulated by the Solicitors Regulation Authority ("SRA") (number 00446834) and the Rules of the Supreme Court. Full details of the regulatory framework for solicitors can be obtained from the SRA or by following the link below:

<http://www.sra.org.uk/handbook>

"us" or "we" or "the Firm" refers to the partnership known as Pothecary Witham Weld.

2. CONDUCT OF YOUR MATTER

You will be advised in writing of the partner responsible for your matter and the name and status of the person (if different) responsible for the day to day conduct of your matter in our Letter of Engagement. Every effort will be made to ensure continuity of the conduct of your matter by the person responsible. If it should be necessary for a change to take place you will be notified as quickly as reasonably possible. Where appropriate, other individuals may assist where this is desirable because of legal issues that may arise or to handle your case in the most efficient and cost effective way.

Where appropriate, we will arrange in conjunction with you for other consultants and advisers to be engaged, e.g. barristers, planning consultants, surveyors, valuers, experts, brokers, financial advisers, interpreters, or enquiry agents. We will endeavour to select the most appropriate consultants but cannot be responsible for their actual conduct of matters referred to them.

3. ANTI-MONEY LAUNDERING REGULATIONS

3.1 Evidence of Identity

3.1.1 The law requires solicitors, banks, building societies and others to obtain satisfactory evidence of the identity of their client and, at times, people related to the client or their case. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

3.1.2 In order to comply with the law on money laundering, we may have to obtain evidence of your identity before we can proceed with your matter. To collect this evidence, our practice is to take a photocopy of your passport and a utility bill. This is required for both new clients and sometimes for existing clients, where we do not have ongoing work or have not undertaken the procedure in the past twelve months.

3.1.3 If you are unable to provide us with the specific identification requested, please contact our office as soon as possible so that we can discuss alternative ways to verify your identity.

3.2 As we are not able to deal with monetary transactions unless and until we have complied with the money laundering regulations, it is advisable to deal with this at the outset. We reserve

the right to stop acting at any time if we are unable to comply with the regulations or there are any queries as to identification.

3.3 Confidentiality

3.3.1 We are professionally and legally obliged to keep your affairs confidential. However, solicitors are required by law to make a disclosure to the National Crime Agency (NCA) where they know or suspect that a transaction may involve a breach of the Money Laundering Regulations or the Proceeds of Crime Act, such as money laundering activity, terrorist financing or even tax evasion. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

4. DATA PROTECTION ACT

4.1 Pothecary Witham Weld is registered under the provisions of the Data Protection Act 1998 under Registration Number PZ9572 145.

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

- updating and enhancing client records;
- analysis for management purposes;
- statutory returns; and
- legal and regulatory requirements.

4.3 Our use of that information is subject to your instructions, the Data Protection Act 1988 and our duty of confidentiality. Please note that our work for you may require us to disclose information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data we hold about you.

4.4 We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

4.5 Data storage and retrieval systems are operated by the Firm in the interests of efficiency and confidentiality and by instructing Potheary Witham Weld you consent to the storage of information about you and your matters in such media.

5. APPOINTMENTS, CORRESPONDENCE AND TELEPHONE CALLS

5.1 We aim to provide the highest level of service at all times to all of our clients. In order to achieve this we will endeavour, where reasonably possible, to:-

- keep you regularly informed in writing of progress with your matter;
- communicate with you in plain language;
- explain to you in writing the legal work which is required as your matter progresses;
- keep you informed of the cost of your matter at regular intervals;
- keep you advised of the likely timescales for each stage of this matter and any material changes in those estimates.

5.2 In committing to the above standards, our aim is to respond to all communications within a reasonable period of time and without any undue delay. However, there are circumstances when this may not be possible and should such a circumstance arise, we will endeavour to inform you where reasonably possible.

5.3 Unless we are instructed to the contrary, we may leave messages on your voicemail and/or send you emails and write to you at the correspondence address you provide to us.

6. QUOTATIONS

- 6.1 Where a quotation (i.e. a fixed price) for work is given, you should take particular note of the limits of the work for which the quotation is given. The nature of legal work is such that work outside the limits originally identified by a client to the lawyer often becomes necessary. In such cases, the additional work will be charged as set out below.
- 6.2 Any quotation that is given is given in good faith and done so on the basis of the details known at the time of the quotation. It will be given on the assumption that the transaction will not prove to be substantially more complex or time consuming than expected. We will of course endeavour to adhere as closely as possible to any estimate given and bring to your attention as soon as reasonably possible the need to revise this, should this become necessary.

7. ESTIMATES

Where areas of work are not suitable for a fixed quotation, we will try to give a realistic estimate of the cost of the legal work involved in any matter in which we are instructed. Giving estimates can be very difficult and usually requires initial investigation of the matter and at least one meeting. We will give you an estimate in writing but it is important to be clear that it will be just an estimate (not a fixed price quotation) unless the contrary is specifically stated. However, by the nature of legal work, matters may be more or less complex than originally envisaged. We will keep you informed of any revision in the original estimate of fees which may be involved as a result of the development of your instructions. Also given the variability of the matters on which we are asked to advise, making it often difficult to refer to an identical case, our estimate is likely to give you a range of possible cost rather than a specific figure.

8. FEES

- 8.1 One of the important elements in charging fees to a client is the amount of time spent by the lawyers and executives in working on your behalf. Time is recorded and includes meetings with the client and with third parties, telephone discussions, incoming and outgoing emails and correspondence, reading, drafting and revising documents, general consideration, research, court appearances, travelling time, storage and retrieval of records and information, secretarial and other clerical work and the general supervision, administration, care and control of your matter.
- 8.2 Fees will be calculated and charged in accordance with the considerations in 8.1 above (time taken) and other relevant factors such as the specialist skills employed, the degree of urgency involved, the value, the complexity, difficulty or novelty of the problem and other relevant matters such as time spent outside normal office hours or out of the office dealing with the work.
- 8.3 The position in relation to fees for contentious work is complex, as there are situations where if successful your opponent may be ordered to pay all or part of your costs or we may be able to agree a "contingency fee agreement" or "conditional fee agreement" with you and these issues will be discussed with you at the outset.
- 8.4 Where a third party has agreed to pay your costs, we will make reasonable arrangements to secure that payment. We may ask for the funds to be sent in advance or for a professional undertaking from the party's solicitor. However, the client is responsible in the first instance for their own fees and if we are unable to obtain payment or do not receive a satisfactory undertaking, you will remain responsible for the payment of your own costs (or any shortfall).
- 8.5 Where you have agreed to pay the costs of a third party, we may be asked to provide a professional undertaking to meet these costs. Before we can provide any such undertaking, we must receive cleared funds from you for the full amount of the undertaking. Once an undertaking is given, the funds are non returnable to you to the extent that we are asked to honour the undertaking.

- 8.6 Invoices will be sent at regular or other appropriate intervals throughout the conduct of your matter. An interim invoice will not necessarily cover all aspects of the work done up to its date, but will be taken into consideration on preparation of the final account.
- 8.7 Fees on account may be requested and such money will be held on our client account pending the rendering of an invoice. If payment of fees on account is not made when requested, then we shall be entitled to decline to act further in the matter.
- 8.8 From time to time our charging rate may be increased by a reasonable amount having regard to inflation and the increasing overhead expenditure of the Firm. In such a case you will be notified of the changed rate.
- 8.9 We can only act in reliance upon payments you make to us once these are cleared funds.

9. DISBURSEMENTS

- 9.1 We may be required from time to time to make disbursements on your behalf in connection with your matter, e.g., court fees, stamp duty, search fees, barrister's fees, expert witness fees, bank charges, courier's fees or other expenses. It is our policy to require clients to put us in funds for any disbursements before these are incurred. If we pay these out of our own monies, we will invoice you for these immediately upon incurring the disbursement or, if appropriate, when rendering the subsequent account. Any monies paid on account will of course be detailed in any final invoice or statement.
- 9.2 The Firm reserves the right to charge an administration fee of £25 plus VAT for same day money transfers.

10. VALUE ADDED TAX

Value Added Tax will be charged on all fees and disbursements as appropriate at the rate prevailing when an account is delivered (unless differing rates have applied during the course of your matter and it is appropriate to apportion the fees). Our VAT number is GB238 9403 42.

11. INTEREST ON FEES

- 11.1 Fees, disbursements and Value Added Tax are due on the date of delivery of our invoice. Interest will be payable on the outstanding balance of any invoice from 30 days after the date of its delivery calculated on a daily basis at the rate currently applicable to judgment debts.

12. MONIES RECEIVED

We reserve the right to apply any monies held on your behalf on our client account in discharging unpaid fees and disbursements incurred.

13. INTEREST ON CLIENT ACCOUNT

- 13.1 We normally hold client monies on a general client account and will account to clients for monies held at the ordinary deposit account rate paid by the bank in which such monies are held. This is in accordance with the Solicitors' Accounts Rules.
- 13.2 Where required by you or where we otherwise consider this to be appropriate, monies liable to earn interest may be held on a separate designated deposit account with a nominated bank or other financial institution. If so, instructions are required in writing, when we open such a deposit account. A charge for opening such an account will be made to cover any bank charge together with a reasonable administration fee. Subsequent transfers between the designated deposit account and the Potheary Witham Weld undesignated client account in which monies may be held will be subject to similar charges. The interest actually earned (less the charges referred to) will belong to you.

- 13.3 In calculating interest due to you (when your funds are not held in a designated deposit account), we will do so on a fair and reasonable basis so as to comply with the Solicitors' Accounts Rules. Interest will not be paid if the amount calculated is less than £20 or in certain other circumstances dependent on the amount involved and the period the funds are held.

14. STORAGE OF DEEDS AND FILES

- 14.1 We will store deeds, wills, documents etc. by agreement with you. This service is currently free but we reserve our right to charge for any time incurred in dealing with enquiries relating to the stored deeds, wills and other documents.
- 14.2 At the discretion of the Firm, correspondence files are either retained as paper copies or stored electronically and the paper file then destroyed. The electronic copy can, where necessary, be printed and supplied. Where the paper file has been stored or where a print of the electronic copy is required, a charge will normally be made for the production of the file or the provision of any information or copies to you or to any third party.
- 14.3 Where your file has been stored, physically or otherwise, it will be kept for at least 7 years and then may be destroyed.
- 14.4 If you would like to take possession of the paper file before it is destroyed you must, before your matter completes, contact the Partner or fee-earner who has had responsibility for the work. We reserve the right to charge for delivering the file to you.
- 14.5 After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

15. CRITICAL DATES

Once your matter is completed the Firm does not accept an ongoing responsibility for reminding you of critical dates in respect of matters such as rent reviews, lease renewals, exercise of options, service of notices or counter notices within time limits unless we have accepted your specific instructions to deal with such matters.

16. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

Unless otherwise specifically agreed in writing, we retain the copyright and other intellectual property rights in all written or other materials supplied to you in respect of matters in which the Firm is instructed. If materials prepared by us are passed on to or are disclosed by clients to third parties then the client accepts liability for the payment of proper professional charges for the use of such documentation and all expenses or losses incurred in enforcing our intellectual property rights.

17. JOINT INSTRUCTIONS

Where we are instructed by more than one person, firm or company to represent its legal interests those instructions will be considered to be joint and several unless the instructions are otherwise varied and agreed in writing between us. When we are acting under joint instructions, we will disclose all material to the joint clients.

18. CONFLICTS OF INTEREST

- 18.1 In your interest and to avoid any potential conflict of interests, you should ensure that the fee-earner responsible for your matter is advised of your full and correct name and address, and, in the case of corporate clients, the registered office and registered number of the company. All material information in relation to a matter should be given at the earliest opportunity to the fee-earner responsible. If a conflict of interest should arise at any point, we may be required to stop acting for both parties. We may be able to continue acting for one party, with the consent of the other, in limited circumstances.

- 18.2 If we have to cease acting as a result of a conflict of interests, all fees, disbursements and VAT up to the date of the termination will be charged and become due immediately.

19. FINANCIAL SERVICES

- 19.1 The Firm is not authorised by the Financial Conduct Authority ("FCA"). Sometimes probate, trust, conveyancing, company, family or other types of work involves investments. As the Firm is not authorised by the FCA, we may refer you to someone who is authorised to provide advice. As members of the Law Society of England and Wales, we are able, in certain circumstances, to offer a limited range of investment services to clients where these are closely linked to the legal work we are doing for you.
- 19.2 Although we are not authorised by the FCA, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the FCA website at www.fca.org.uk/register/home.do.
- 19.3 The Law Society of England and Wales is a designated professional body for purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. In addition, the Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either the SRA or the Legal Ombudsman.

20. COMPLAINTS HANDLING

- 20.1 Potheary Witham Weld is committed to high quality legal advice and client care. If you feel dissatisfied with any aspect of your matter, including the bill, we encourage you to talk or write to the person dealing with your matter firstly on an informal basis. If you do not wish to do this or wish to take it further, you should contact the partner supervising the fee earner concerned or where appropriate, the Complaints Handling Partner of Potheary Witham Weld by phone on 0207 821 8211 email pherschan@pwwsolicitors.co.uk or by post at 70 St George's Square, London SW1V 3RD.
- 20.2 We have a written complaints handling procedure. If you would like a copy of this, please contact the person with conduct of your case or Patrick Herschan. We have eight weeks to consider your complaint.
- 20.3 If you are not happy with our handling of your complaint, then certain clients may be entitled to raise a complaint with the Legal Ombudsman. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response about your complaint and within six years of the act or omission about which you are complaining occurring (or within three years of when you found out about it).

21. ASSESSMENT OF FEES

The right to complain includes your right to complain about your bill. If we are unable to resolve any such complaint satisfactorily you may also have a right to object to the bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. If all or part of the bill remains unpaid, we may be entitled to charge interest.

22. CASH and OTHER FINANCIAL ARRANGEMENTS

- 22.1 Due to obligations under the Money Laundering Regulations and The Proceeds of Crime Act we will not accept cash of more than £500, unless it is for the payment of our invoice (including minor disbursements). If you try to avoid this policy by depositing cash directly with our bank, we may charge you for any additional checks we decide are necessary to prove the source of funds.

- 22.2 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.
- 22.3 We cannot accept funds from a third party on your behalf without having undertaken additional checks to verify the source of the funds and compliance with the Regulations and the Act detailed above. If we are requested to accept funds from a third party, we may charge you for the additional checks.

23. TERMINATION

- 23.1 You may terminate your instructions at any time by notice in writing. In this event we will render an invoice to you which will become payable in accordance with these terms for all work carried out up to or in consequence of the termination. Your papers will not be sent to you, or to any other firm instructed by you, until the fees are paid.
- 23.2 We will only withdraw from acting for you when we have good reason to do so, for example:-
- 23.2.1 your failure to comply with your obligations under the Retainer;
- 23.2.2 if you provide instructions which are unreasonable or would require us to breach a professional rule or duty to the court or involve the commission of a criminal offence; or
- 23.2.3 if we reasonably advise you that your case has no prospect of success and should not be pursued.
- 23.3 If we cease to act for you in a litigious matter, you agree to send to the court and every other party a notice stating that we no longer act for you and identifying who your new solicitors are. If you do not do this immediately, then you authorise us to send the notice.

24. CONSUMER RIGHTS AND CANCELLATION

- 24.1 Both the Consumer Rights Act 2015 (the "Act") and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations") apply where we provide you with services in your capacity as a consumer. This is where you are acting for purposes which are wholly or mainly outside of your trade, business, craft or profession. This will usually be when you are acting in a personal capacity and not on behalf of a business or organisation. The provisions of this section 24 will apply to you.
- 24.2 We will provide you with quotations, estimates and the basis for how we charge our fees. We will provide you with guidance relating to how long we estimate your matter will take to complete. We therefore agree pricing and timing expressly with you and exclude your statutory rights under the Act to pay a reasonable price for the service we provide and for it to be completed within a reasonable time together with your statutory rights to require a price reduction or a repeat performance of the services where there is a breach of these rights relating to price and timing. Your other rights under the Act are un-affected.
- 24.3 If we agree this Retainer whilst we are not physically present with you or where we are present with you but not at our usual place of business, you have the right to cancel this within 14 days without giving any reason
- 24.4 The cancellation period will expire after 14 days from the day the Retainer is agreed.
- 24.5 To exercise the right to cancel, you may use the following form of wording:

To: Potheary Witham Weld, 70 St George's Square, London SW1V 3RD (020 7821 8211)

I/We hereby give notice that I/We cancel my/our agreement for the supply of the above service received on

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

Alternatively, you may inform either the partner who is supervising your matter or his or her assistant as set out in the Engagement Letter of your decision to cancel the Retainer by a clear statement. A letter sent by post, a fax or an e-mail will suffice.

- 24.6 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 24.7 If you cancel this Retainer under this section, we will (subject to clause 24.8 below) reimburse to you all payments received from you. Reimbursement will be made without undue delay, and not later than 14 days after cancellation.
- 24.8 If you requested us to begin work on your matter during the cancellation period, you shall pay us an amount which is in proportion to what work has been performed until you have communicated to us your cancellation of this Retainer

25. INDEMNITY INSURANCE

- 25.1 Our insurers are Allianz Insurance Plc of 60 Gracechurch Street, London EC3V 0HR.
- 25.2 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.
- 25.3 We can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by our negligence.

26. EQUALITY AND DIVERSITY

The Firm 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.

27. THE BRIBERY ACT

We are bound by the Bribery Act 2010 and a copy of our anti-bribery policy is available on request.

28. YOUR RESPONSIBILITIES

In order to ensure that we are able to act in your best interests and in a timely and professional manner, you must provide us with clear, timely and accurate instructions, information and documentation when requested.

29. AUTHORITY TO DISCLOSE FILES FOR QUALITY MARKS/AUDITS

- 29.1 To ensure that we maintain the highest standards, we may apply for Quality Marks applicable to the Profession, such as the Law Society's Lexcel Quality Mark or Investors in People. In connection with any such application it may be necessary for an audit of our files to be conducted from time to time by an Independent Assessor to check that we are continuing to use the best case management practices. Unless you instruct us in writing to the contrary by continuing to instruct us you consent to us disclosing your file if necessary. Even if you consent there may be instances when we would not consider it appropriate to provide access to a file and would not allow inspection by an Assessor.

29.2 We are entitled to provide information concerning your matters in confidence to our auditors or professional indemnity insurers and you waive your legal professional privilege to the extent necessary for us to do so.

29.3 Should we receive requests from your accountants and/or auditors as to whether we are instructed on your behalf, our response may be addressed either to them directly or to you for onward transmission.

30. ACCEPTANCE OF TERMS AND CONDITIONS

30.1 These terms and conditions, any additional terms and conditions referred to in clause 25 above together with any letter which we may send confirming your instructions (“Engagement Letter”) and our Costs Information are together referred to as “the Retainer” and the Retainer constitutes the contract between you and the Firm.

30.2 By instructing or continuing to instruct the Firm you are deemed to have accepted these terms and conditions of business. We reserve the right to make changes to these terms, and you will be given reasonable notice of such changes. If you provide us with further instructions concerning other matters, these general terms and conditions will apply unless we advise you to the contrary.

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