

TERMS OF BUSINESS

1. OUR CONTRACT	1
2. OUR RESPONSIBILITIES AND SERVICES	2
3. YOUR RESPONSIBILITIES.....	2
4. CLIENT CARE CODE	2
5. HOURS OF BUSINESS	3
6. FEES AND EXPENSES	3
7. OUR INVOICES.....	5
8. INTEREST POLICY	6
9. CONFLICT OF INTEREST	6
10. CONFIDENTIALITY	7
11. CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS	7
12. INTELLECTUAL PROPERTY RIGHTS	7
13. JOINT INSTRUCTIONS	8
14. LIABILITY.....	8
15. PROPORTIONATE LIABILITY	9
16. EXCLUSION.....	9
17. LOSS OF PROFIT	10
18. EXCEPTIONS	10
19. TERMINATION	10
20. Regulations affecting your cancellation rights.....	10
21. GENERAL.....	11
22. COMPLAINTS PROCEDURE	13
23. LAW AND JURISDICTION.....	13
24. QUALITY STANDARDS	14
25. CONVEYANCING QUALITY SCHEME	14
26. DISCLAIMERS.....	14
27. DATA PROTECTION	15
28. PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES	15
29. INSURANCE	16
30. FINANCIAL SERVICES COMPENSATION SCHEME	17
31. LEGAL AID	17
32. SEVERABILITY	17
33. THIRD PARTIES.....	17
34. GREEN DEAL SCHEME	17
35. CONSUMER PROTECTION REGULATIONS (CPR)	17
36. CRIMINAL FINANCES ACT 2017	18

1. **OUR CONTRACT**

1.1 **Extent**

Barnett Alexander Conway Ingram LLP (also known as BACI is a Limited Liability Partnership registered in England and Wales with number OC337158 (VAT Registration Number 774083220). We are authorised by the SRA and our authorisation number is 488698. These Terms of Business issued by us, as supplemented and/or amended by any relevant Client Care Letter; apply to each Matter we work on for you.

1.2 **Variation**

No variation of these Terms shall be effective, unless it is in writing and is signed by one of our Partners.

1.3 **Defined Terms**

In these Terms of Business: -

"the Firm" the Firm means BACI LLP and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of the Partners; (references to 'we', 'us' or 'our' in these Terms of Business are references to the Firm);

"Associated Entities" means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;

"Credit Period" means the period of seven (7) days from the date of our invoice for our fees and/or expenses;

"Documents" means Documents Held

for You, Our Documents and Your Documents;

"Documents Held for You"

means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);

"Client Care Letter"

means, in relation to any Matter, the letter or email or fax (or other agreement) recording the basis of our engagement;

"Force Majeure"

means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;

"Matter"

means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;

"Our Documents"

means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, emails and other electronic records, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and

internal notes);

"Partner" means a LLP member of the Firm;

"Services" means all services we provide to you in relation to the relevant Matter;

"We", "us", and "our" means or refers to the Firm;

"You" includes the addressee of the relevant Client Care Letter and any other person identified in the Client Care Letter as our client and "your" shall have a cognate meaning; and

competent advice has been taken in a timely manner and that we have been provided with a full and complete copy of that advice.

We may require that you contract directly with certain third parties and assume direct responsibility to them for the payment of their fees and expenses.

2. **OUR RESPONSIBILITIES AND SERVICES**

2.1 **Our Responsibilities:**

In delivering our Services we will:

- treat you fairly and with respect;
- communicate with you in plain language;
- review your Matter regularly;
- advise you of any changes in the law that affect your Matter; and
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your Matter

2.2 **Our Services**

2.2.1 The Partner at the Firm named in the Client Care Letter as the "Supervising Partner" will be the Partner primarily responsible for the provision of services to you. That Partner has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.

2.2.2 We only advise on the Laws of England and Wales. Where a transaction or other work also involves the laws of another jurisdiction it is your responsibility to ensure that

3. **YOUR RESPONSIBILITIES**

You will (so far as you are practicably able to do so): -

- 3.1 provide us with clear, timely and accurate instructions, and the information and materials necessary or desirable for us to perform the services for you in a timely manner;
- 3.2 notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;
- 3.3 ensure that all information provided to us is complete in all material respects and not misleading and
- 3.4 safeguard any documents that may be required for your Matter, including documents that you may have to disclose to another party.

4. **CLIENT CARE CODE**

We set out below our complaints handling procedure. Thankfully, this has rarely been of interest to our clients, but we take this opportunity to ensure that you are fully acquainted with it.

4.1 **Code**

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

- 4.1.1 We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.
- 4.1.2 You will be told clearly at the outset the issues and how we advise they be

dealt with, and the immediate steps we will take on your behalf.

- 4.1.3 You will be regularly informed of the progress of your Matter.
- 4.1.4 We will explain to you by telephone or in writing the legal work required as your Matter progresses.
- 4.1.5 We will update you on the likely timescales for each stage of this Matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your Matter, we will update you on whether the likely outcomes still objectively justify the likely costs and risks.
- 4.1.6 We will update you on the cost of your matter at the intervals set out in the Engagement Letter. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.
- 4.1.7 The Client Care Letter notifies you of the following details: -
- 4.1.7.1 the name of the person or persons who is/are dealing on a day to day basis with your matter (the "Fee Earner"); and
- 4.1.7.2 the name of the Supervising Partner;
- 4.1.8 You will be told the name of the new fee earner if the matter is transferred from one fee earner to another.
- 4.1.9 We cannot guarantee that the Fee Earner or Supervising Partner will be available on demand, but we will do our best to get back to you promptly and efficiently.
- 4.1.10 If you do not understand anything, please always ask.
- 4.1.11 Never be afraid to ask for an appointment to discuss your case. Since time is money, do not be afraid to bring a written list of questions and note the answers. This can also be helpful when telephoning, so you do not forget any point.
- 4.1.12 There may be certain preparatory tasks that you ought to consider

carrying out yourself to save costs. An example is putting the papers in order and flagging material items. This is helpful to us and lowers your bill by saving the time we would otherwise spend.

- 4.1.13 At the end of your matter you will be sent a bill, with a letter confirming the Matter has been completed and where necessary, summarising any continuing consequences.
- 4.1.14 The Firm's policy is to only accept up to £1000 in cash payments from clients. Please discuss directly with a Partner if you are not able to pay the balance of the fees / disbursements via your bank account / cheque. If you try to avoid this policy by depositing cash directly with our bank, we may charge you for any additional checks that are necessary to prove the source of the funds. Checks shall be necessary at our discretion in order to comply with our legal and regulatory obligations. Where we have to pay money to you, it will be paid only to you by cheque or bank transfer. It will not be paid in cash or to a third party.

5. **HOURS OF BUSINESS**

The normal hours of opening at our offices are between 9.00 a.m. and 5:30 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

6. **FEES AND EXPENSES**

6.1 **General**

You will find a description of and information on the prices we charge for the services listed below on our website:

- Conveyancing;
- Probate;
- Employment Tribunals (Bringing or defending claims for unfair or wrongful dismissal);

The Engagement Letter will set out either our agreed fees or the basis on how we will calculate our fees. Our fees are often

calculated principally by reference to the time spent by us in providing the Services at the fixed hourly rates applicable to the relevant staff.

We normally make a charge of either a fixed fee or an hourly charging rate. We will discuss this with you at the outset or notify you as appropriate.

We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.

The fixed hourly rates of each of our fee earners are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect. In addition, please be aware that our hourly rates are based on levels of experience and as our fee earners become more senior their hourly rates may increase accordingly - you will be informed if this is the case.

You will be responsible for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). We will advise as to the amount and nature of any expenses to be incurred in advance. We will often seek payment for such expenses in advance and may not incur them until you have provided us with funds for that purpose which may delay the progress of your Matter.

VAT will be charged at the appropriate rate on all fees and expenses.

Our fees are based mainly on the time spent by the partner and staff acting for you. This includes: time spent on interviews; drafting of documents; reading and research; preparing and working on papers and correspondence; telephone calls; file administration; and any time

spent travelling or waiting while on clients' business.

In addition to measured periods of time for e.g. interviews, drafting, etc., we apply a minimum unit of six minutes to each letter and telephone call. Items of a basic 'routine' nature, e.g. letters of acknowledgement, are not always charged for.

We will give you an estimate of the probable cost of the transaction and also of all disbursements which we can reasonably foresee at the start of the transaction. We will notify you in writing if for any reason we feel it necessary to vary that estimate and will explain to you why we need to do so. Any additional work will be charged at an hourly rate and we will notify you of this amount.

Where, for any reason, a matter does not proceed to completion, we will be entitled to charge you for work done on a time spent basis and for expenses incurred. Please be aware that property sales and purchases which fail to complete often involve as much work as those which reach completion. Any charge made will not exceed the amount of our estimate even if the time spent would justify a higher fee unless we have previously agreed this with you.

6.2 Limited Companies

When accepting 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 our fees and expenses. If such request is refused, we will be entitled to require payment on account or to stop acting and require immediate payment of our fees already incurred on a time spent basis and expenses as set out above.

6.3 Payments on Account

6.3.1 We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid

on account which is not subsequently required for fees and expenses will be returned promptly.

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

6.4 Estimates & Quotations

- 6.4.1 Any cost estimates that we give you are estimates only and do not constitute a contract to carry out the work at that cost.
- 6.4.2 Sometimes, it is not possible to estimate costs in advance. It is open to you to set a limit on the costs which may be incurred without further reference to you. If the costs limit restricts the extent of work possible on your Matter, we will inform you as to the likely progress to be made within that costs limit and keep you updated.
- 6.4.3 On occasion we may provide a fixed price quotation.
- 6.4.4 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.
- 6.4.5 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.
- 6.4.6 Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of: -
- 6.4.6.1 circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or

- 6.4.6.2 you, or your agents', act or omission.

6.5 Commissions & Referrals

- 6.5.1 We will only refer, recommend or introduce you to another business where you have given us informed consent to do so.
- 6.5.2 If we receive a commission from a third party arising from work we are doing for you, we will inform you of this and credit you with the commission unless you have agreed otherwise.

7. OUR INVOICES

7.1 Frequency of Invoices

- 7.1.1 Unless otherwise agreed in the Client Care Letter, we will be entitled to invoice you in respect of our fees and expenses at appropriate intervals (normally monthly) and on completion of each Matter. At the end of our financial year we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.
- 7.1.2 Unless otherwise stated, interim invoices are a final account of our fees for all work done during the period to which they relate.
- 7.1.3 There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.
- 7.1.4 You may pay invoices by cheque or electronic transfer. Please contact us directly for our bank account details. Unless we agree to do so, we do not accept payment in cash either from our clients direct or deposited with our bank.

It would be helpful if you could quote our reference or the name of the person dealing with your matter when remitting funds.

7.2 Payment Terms

Interest may be charged on outstanding invoices that are not paid within the Credit

Period from the expiry of the Credit Period until the time they are paid at the statutory interest rate (currently 8% plus the Bank of England's Base Rate). Any debts that have to be chased may also incur statutory debt recovery costs.

If you do not pay any invoice by the end of the Credit Period, or the sum we have requested on account within seven (7) days (or such longer period as we may specify) of our demand, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

Joint Clients and Third Party Payments

Where we are instructed by more than one individual client, you will all be jointly and severally liable for the total payment of our fees.

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices to the extent that they remain unpaid by the time that they fall due.

7.3 Right to Retain Money, Documents and Property

We are entitled to keep any of your property which is in our possession, including legal and other documentation, while money is owing to us. This is known as a lien. Upon payment in full, we will return them to you at your request.

8. INTEREST POLICY

We will normally credit you with interest on any funds we hold in our client account on your behalf, in accordance with our professional rules. Interest will accrue at the rate payable by our bank on instant access deposits. This may be less than the rate at which you could have invested

the money yourself. You agree that interest amounting to less than £20 will not be paid to you.

A copy of our interest policy is available upon request

9. CONFLICT OF INTEREST

9.1 Definition

"Conflict of Interest" means a situation where our separate duties to act in the best interests of two or more clients conflict.

9.2 Similar Activities

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

9.3 Third Parties

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

9.4 Instructions Creating a Conflict of Interest

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

9.5 Consent

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the informed consent of both parties, evidenced in writing.

9.6 Cessation of Services

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could

give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

10. **CONFIDENTIALITY**

10.1 **Our Duty of Confidentiality**

10.1.1 We will treat any information related to your affairs strictly confidential save as to when disclosure is required or permitted by law or you consent to any such disclosure.

10.1.2 We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

10.2 **Your Duty of Confidentiality**

10.2.1 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

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

11. **CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS**

11.1 We will, at your request, either during the provision or after completion of any Services, release your file to you minus any documents of ours (such as documents which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);

which we have chosen to retain, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of your file before releasing it, including making electronic copies.

11.2 We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents. We charge a fee for storage and this fee will be made clear to you before it is incurred.]

11.3 We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

11.4 We will keep our file of your papers including emails and any hard copies thereof, in accordance with our data retention policy, except those that you ask to be returned to you. Our data retention policy is available to view upon request. We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

12. **INTELLECTUAL PROPERTY RIGHTS**

12.1 **Copyright**

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the

Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

12.2 Opinions from Barristers and other Third Parties

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

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

13. JOINT INSTRUCTIONS

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

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

13.3 If a joint client asks us to transfer documents from our file to them, we will retain our file and will supply copies of the file to each joint client, making the original documents available at one of our offices for inspection by each joint client on reasonable prior written notice.

This does not apply to original documents which were delivered to us by one of the joint clients, we will deliver these documents to the joint client who delivered them to us.

14. LIABILITY

14.1 Duty of Care

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

14.1.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

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

14.1.4 The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Partners) and of all Partners, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Partners in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to

each Matter, be limited to the sum, unless otherwise agreed, of Ten million pounds (£10,000,000)

- 14.1.5 Where any loss is suffered by you for which the Firm and any other person are jointly and severally liable to you, the loss recoverable by you from the Firm is limited so as to be in proportion to the firm's relative contribution to the overall fault of (a) the Firm, (b) you and (c) any other person, in respect of the loss in question.
- 14.1.6 Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

14.2 Drafts

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

14.3 Current Law

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

14.4 Communication

- 14.4.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you provide to us at the outset, changes will only be accepted if you attend the office in person. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we

shall have no liability to you arising out of your failure so to notify us.

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

14.5 Deadlines

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

15. **PROPORTIONATE LIABILITY**

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

16. **EXCLUSION**

We shall not be liable for: -

- 16.1 any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or

16.2 any advice or document subject to the laws of a jurisdiction outside England and Wales; or

16.3 any advice or opinion given to you by any third party (whether or not nominated or recommended by us).

17. **LOSS OF PROFIT**

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

18. **EXCEPTIONS**

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

19. **TERMINATION**

19.1 **Completion of Services**

An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends three (3) months after the last date on which we provided Services to you. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

19.2 **Early Termination**

You may terminate the provision of all or any of the relevant Services at any time by giving written notice to us.

We may also decide at any time to terminate the provision of all or part of the relevant services by giving written notice to you. We will not do this without good reason.

19.3 **Rights on Early Termination**

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice.

20. **REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS**

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

20.1.1 If you are an individual and you are instructing us for purposes which are wholly, or mainly, outside your trade, business, craft or profession, you will be considered a 'consumer' by law and will have certain statutory rights under consumer legislation. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a statutory right to cancel your instructions to us within 14 days (without giving a reason) if your instructions to us are as a result of a situation where we do not actually meet (i.e. through email and/or telephone contact) or an off-premises contract (i.e. at a meeting between us not held at our offices).

20.1.2 The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

20.1.3 To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post or

e mail) using the contact details in our Engagement Letter before the cancellation period has expired.

- 20.1.4 Where you have asked us to commence work 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. If you exercise your right to cancel, subject to any costs you are liable for as set out above, we will reimburse any payment received on account from you without undue delay and within 14 days after the day in which you informed us of your decision to cancel

21. GENERAL

21.1 Money Laundering Regulations / The Proceeds of Crime Act 2002

- 21.1.1 To comply with anti-money laundering and counterterrorist financing requirements, we are likely to ask you for proof of your identity and may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

- 21.1.2 We may make checks using online electronic verification systems or other databases as we may decide in order to comply with our obligations under anti-money laundering and counterterrorist financing regulations.

- 21.1.3 We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

21.1.4 Individual Clients:

If you are an individual and a new client or an existing client who has not previously supplied information, you

are requested to supply both of the following; one item from List A and one item from List B (please note we require certified copies if you are sending these by post or email. If you are bringing in the original documents to our offices – we will make certified copies here)

LIST A – Proof of Identity

1. Current fully signed Passport
2. Current UK Photocard Driving Licence.

LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Current UK Photocard Driving Licence – if not used as part of List A above
3. Television Licence renewal notice.
4. Council Tax bill (provided it is fewer than three (3) months old).
5. Recent Tax Coding Notice.
6. Recent Mortgage Statement.
7. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

- 21.1.5 **Body Corporate:** If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

1. Company / organisation full name;
2. Company or other registration number;
3. Registered address and, if different, principal place of business address;
4. Memorandum of association or other governing documents;
5. Names of the Board of Directors or members of your management body and its senior management;
6. One item from List A and 1 item from List B above, for an officer of the corporate body

7. Written confirmation from the corporate body that the instructing individual is authorised to act on its behalf.

Please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices – we will make certified copies here.

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

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

- 21.1.9 The anti- money laundering guidance which UK banks and other finance services firms must adhere to is Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law of that account. 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 they issue. Pooled client accounts are granted this exemption 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.

The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

21.2 Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We have a written equality, diversity and inclusion policy to ensure that discrimination and harassment are prevented, and that equality, diversity and inclusion are promoted.

We will not discriminate in the way we provide our Services to you or in the way we instruct third parties.

21.3 Financial Services and Insurance Distribution

We are not authorised by the Financial Conduct Authority and if during the course of your matter, you need advice on investments, we may have to refer you to someone who is so authorised. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work, we are doing for you. The scope of our contract with you, however, does not and will not include giving you advice on the merits of entering into particular investments.

We are included on the register maintained by the Financial Conduct Authority so that we can carry on Insurance Distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register

If you have any problem in respect of such services, please let us know. We will try to resolve any problem quickly. If for any reason we are unable to resolve the problem between us, the SRA provides a complaint and redress scheme. We do not manufacture insurance products and are not an insurance company.

22. COMPLAINTS PROCEDURE

22.1.1 We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows: (a copy of our full complaints procedure is available on request)-

22.1.1.1 If you have any complaint or observation (good or bad) about our service, please let us know.

22.1.1.2 Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.

22.1.1.3 If this still does not resolve it satisfactorily, you will be provided with a copy of our complaint's procedure for clients. Within the procedure we set out the contact information for the Partner nominated by the practice to ensure prompt and thorough investigation of any complaint within 8 weeks.

22.1.1.4 If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

22.1.2 Contact details:

22.1.2.1 The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ;

telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk

22.1.3 A complainant to the Legal Ombudsman must be one of the following:

- An individual;
- A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- A charity with an annual income less than £1 million;
- A club, association or society with an annual income less than £1 million;
- A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.
- If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

22.1.4 You may also have the right to object to your bill by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974. Please be aware that the Legal Ombudsman may not consider a complaint about a bill if you have applied to court for an assessment of it.

22.2 Regulator

Nothing in these Terms of Business shall prevent you at any time from referring any Matter to the SRA who are for the time being charged with the regulation of solicitors.

23. LAW AND JURISDICTION

The terms on which we provide Services to you are governed by, and shall be

construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts.

24. **QUALITY STANDARDS**

Due to our firm having a Law Society's Conveyancing Quality Scheme accreditation ("CQS") as well as our own internal quality standards, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/auditing. We have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. All inspections are, conducted in confidence and all external firms and organisations working with Us are required to maintain confidentiality in relation to any files and papers that are audited/ checked by them. Your file(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of Our business, the acquisition of another business by Us or the acquisition of a new business. Again, we have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. Please contact us if you would like us to explain this further.

25. **CONVEYANCING QUALITY SCHEME**

As part of our continuing commitment to providing a high quality of service to all our clients, BACI LLP maintains accreditation with CQS. This means that there are professional obligations which apply to any residential property transaction. We are obliged to meet certain standards to ensure (i) we meet our duties to our client and to their lender where we act for them both (ii) we take action to prevent fraud in the conveyancing process (iii) we deal with your buyer/seller in a fair and honest manner (which includes not withholding relevant information) and (iv) we respond to the other side promptly or in accordance with agreed timeframes. All

obligations under the Protocol are subject to overriding client confidentiality obligations and our obligation to act in your best interest.

The audit procedure laid down by this scheme may require examination of clients' confidential files from time to time under strictly controlled circumstances and only to duly appointed and qualified individuals.

By accepting our terms and conditions, you agree that we will act in accordance with the terms and spirit of the Law Society Conveyancing Protocol. (This includes consent to disclosure of your confidential file if need be – consent which may be withdrawn by you in writing at any time.)

Acting for your lender in conveyancing transactions

Sometimes we also act for your lender in the transaction. This means that we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage including any cash back payments or discount schemes that a seller is giving to you. This will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction, changes to the purchase price and any cashback payments or discount schemes which a seller is providing to you. If a conflict of interest arises, we must cease to act for your lender in this matter and in some instances, we must cease to act for you as well.

26. **DISCLAIMERS**

26.1 **Tax**

We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising.

26.2 **Property transactions**

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

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations.

We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

26.3 Cybercrime Disclaimer

Please be aware of cyber-crime. BACI LLP will not take responsibility if you transfer money to a wrong bank account. Please always speak to your lawyer before transferring money. If you receive an email from BACI LLP requesting monies or giving bank details always phone the case worker immediately to confirm details before replying or making a payment. Please be aware that a "phishing email" may contain a fraudulent phone number for BACI LLP, so always check the contact details with a reliable source.

27. DATA PROTECTION

We respect your privacy and we are committed to protecting your personal data. In the course of acting for you, we may receive information relating to you. Further information on how we process your personal data is available in our Privacy Policy is available in our Privacy Policy, a copy of which can be viewed on our website at any time (link in footer of website homepage)

28. PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES

Costs Risk

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

28.1.1.1 If you make an interim application to Court which does not succeed, you may have to pay your opponent's costs, usually within two (2) weeks.

28.1.1.2 If you lose the case, you may have to pay your opponent's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.

28.1.1.3 Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceeds sixty to seventy per cent (60-70%) of actual expenditure.

28.1.1.4 As set out above You will still be liable to pay our costs in full, even if the other party fails to pay the costs awarded to you by the Court.

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

- (i) efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;
- (ii) the effects of payments into court and offers of settlement;
- (iii) the complexity and size of the Matter and the difficulty or novelty of the questions raised;
- (iv) the skill, effort, specialised knowledge and responsibility involved;
- (v) the time spent;
- (vi) the place and circumstances in which the work was done.

- 28.1.2 if your opponent is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful.
- 28.1.3 If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay your opponent's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

28.2 Funding

- 28.2.1 You may have to pay us sums on account of costs and disbursements as set out in the Client Care Letter.
- 28.2.2 Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay your opponent's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay your opponent's costs.

28.3 Statements of Truth

Under the Civil Procedure Rules certain documents, such as claim forms, defences and witness statements, must be verified by a statement of truth, to the effect that the party putting forward the document believes the facts stated in it are true. Making a false statement of truth is potentially a contempt of Court for which there is a possible penalty of fine and/or imprisonment

Whilst a statement of truth can be signed by you or your legal representative, it is our policy that you should sign your own Statement of Truth.

28.4 Attendance at Hearings

Please be aware that, under the Civil Procedures Rules, the Court can Order you to attend hearings. We will discuss this with you further as your case progresses.

28.5 Alternative Dispute Resolution

As part of the active management of a case under the Civil Procedure Rules, both the Courts and the parties in a dispute are required to consider the use of alternative dispute resolution ("ADR") if it is considered appropriate to help to resolve the dispute. ADR includes methods of dispute resolution such as mediation, adjudication and expert determination.

There have been occasions when the Courts have imposed costs penalties on parties who unreasonably refuse to consider ADR. We can discuss both the methods of ADR and any possible costs implication further with you if and when it becomes appropriate.

29. **INSURANCE**

We hold professional indemnity insurance which is adequate and appropriate for the matters we act on. Our qualifying insurers and our policy details can be provided upon request. Please contact Priscilla Rosemeyer for a copy of our policy.

The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.

If we have to make a notification under the terms of our professional indemnity policy, information about you and your file may be seen by our insurers. Your files may, therefore, be seen by an assessor or another person unconnected with the firm in the future. We believe we have a legitimate interest in doing this in order to comply with our obligations. If you do not agree to this, you must notify us in writing immediately.

30. **FINANCIAL SERVICES COMPENSATION SCHEME**

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in National Westminster Bank. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

In the event of a bank failure you agree to us disclosing details to the FSCS.

31. **LEGAL AID**

We do not undertake legal aid work. If you believe that you may be eligible for Legal Aid then we can direct you to a firm who does undertake such work. For more information please go to the LAA website www.gov.uk/legal-aid or telephone them directly on 0300 20 2020.

32. **SEVERABILITY**

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

33. **THIRD PARTIES**

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

34. **GREEN DEAL SCHEME**

Seller(s) of property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property.

Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which runs with the property.

If you are required to make a disclosure of Green Deal Loan, we will ask you to sign and return the Declaration and Agreement Section of the Client Care Letter we send to you confirming your authority for us to make any such disclosure to your mortgage lender.

35. **CONSUMER PROTECTION REGULATIONS (CPR)**

The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither you, the client, nor us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property you are selling.

Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, you must disclose to us any known

defects and other material adverse matters relating to the property known to you and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against you.

We encourage you to make all known disclosures as early in the transaction as possible to prevent delays.

If we become aware of any such existence of material information, and you decline to authorise disclosure to the buyer or tenant, then we would have to consider whether it was possible to continue to act for You as the CPR's impose a duty to act fairly towards you as our client and also towards third parties, especially those that are unrepresented.

36. CRIMINAL FINANCES ACT 2017

The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.

The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.