

General Terms of Business

Introduction

1 Our agreement

- a This document sets out the terms that will apply to the work we do for you. You can see the most up-to-date copy at any time at www.clarkewillmott.com/general-terms-of-business/. Please ask us if you would like to receive a paper copy.
- b We will provide a separate 'statement of work' for each item of work you instruct us to do. That statement of work explains how these terms apply to the work.
- c This document and the statement of work form a legally binding contract (the agreement) between you and us. If there is any difference between these terms of business and the terms set out in the statement of work, the terms in the statement of work will apply.
- d The statement of work asks you to sign and return a form to confirm that you agree to keep to these terms of business and the terms in the statement of work. Even if you do not return that form, by continuing to instruct us you accept all the terms.
- e In this document:
 - 'we' (us, our) means Clarke Willmott LLP and any organisation which may take over from us; and
 - 'you' (your) means the person, people or organisation named as our client in the statement of work.

Carrying out the work

2 The people involved in your work

- a The statement of work sets out the names and positions of our people who will be involved in your work, and the name of the person who has overall responsibility for supervising the work.
- b We will tell you if we need to change the people involved in your work or need to involve other specialists within the firm. Other members of the team may be involved when appropriate, including those who are not legally qualified (for example, paralegals).

3 Responsibility for our services

- a We (rather than any individual person or people you deal with) are considered to provide the advice and services to you and will be responsible for keeping to the agreement. We are responsible for the work carried out by any employee or consultant of ours (our people), including anyone described as a partner. As far as the law allows, our people will not have any personal liability to you or anyone else for the advice provided or the work done, even if they sign documents relating to the work.
- b We advise only on English law, and on any European Community law that applies in the UK. If you ask us to get advice from a law firm (or anyone else) in another country, that firm or person will be responsible for the advice they provide and you will be responsible for paying their costs.
- c The advice we provide and the work we do will reflect the law at the time. You can rely on it only for the specific work you have instructed us to carry out.
- d We only advise on tax if we have agreed to do so in the statement of work.
- e Once we have completed the work, we are not responsible for reminding you about future deadlines or obligations.

4 Your instructions

- a You agree to give us clear and accurate instructions and information, in good time. You must tell us if your objectives change or you have a specific deadline you want the work to be completed by.
- b We may rely on instructions and statements from you and from any member of your staff, or any partner, officer or agent of yours, if they say they have your authority.
- c If more than one person is named as our client in the statement of work, we can accept instructions and statements given by any of you. If you want us to communicate only with a specific person (or people), you must give us their names in writing.

- d We will consider the information you or anyone else gives us to be true, accurate and complete, and we will not routinely check that information. If you give us information and then find out that it is untrue, inaccurate or misleading, you must tell us.

5 Timescales and keeping you up to date

- a We will discuss timescales with you and give you regular updates on the progress of the work. Please let us know if you would like us to report to you at set intervals or in a particular way.

6 Communicating with you

- a We will communicate with you by email, letter, fax and phone, unless you tell us not to use any of these methods.
- b We cannot guarantee that emails will arrive on time, be secure and be free from viruses and computer errors, or that they have not been accessed by anyone else. We are not responsible for the security of documents sent by email or fax. We have access to a secure email system and we can password-protect some documents. Please ask if you would like us to use either or both of these options.

7 Reports, opinions and other advice

- a You must not publish or copy any reports, opinions or other advice we give you (spoken or written) without getting our permission first. You must not consider any draft report, letter or other document we send you to be final, accurate and complete.
- b We own the copyright and every other type of legal right and interest in any documents or anything else we prepare for you under the agreement. You may use them only for the specific purpose or work we created them for, unless the statement of work says something different.

8 Your file

- a We will keep your file (all correspondence, records, notes and other documents relating to the work) in electronic form. When we receive paper documents, we scan them and then usually destroy the original. However, we do not destroy important documents such as signed contracts and agreements, title deeds, wills, share certificates and so on, or other documents you have asked us to keep safe. If you want us to keep any other paper documents which belong to you (such as experts' reports, search reports or other

documents which we may get on your behalf), you must let us know as soon as possible. When the work is completed, we will return any paper documents that you asked us to keep.

- b We will keep the electronic copy of your file, and any paper documents we agree to hold for you, only for as long as we need them. Our privacy notice sets out how long we will keep these. You do not have to pay us any fees for keeping these items.
- c If you need a copy of your file, you can have an electronic copy free of charge. If you want a paper copy of your file, we will charge you for the cost of providing this.
- d We are entitled to keep any money, papers, documents and anything else of yours for as long as you owe us any money. We are entitled to keep items (other than money) of any value, even if the value is more than the amount you owe. We cannot hold money over the amount you owe.
- e We will keep copies of your file, even if we give the original paper file or an electronic copy to you or to another solicitor. This is so we can manage any possible risk to our business. We may hold these copies electronically or as paper copies.

9 Confidentiality

- a Confidential information is information specifically about you and your affairs, or the work that we do for you. All our work and dealings with you are strictly confidential and we will not release confidential information without your permission. However, under anti-money laundering laws (see paragraph 20) we sometimes have to provide confidential information to the National Crime Agency or our regulators.
- b Section 3 of our privacy notice sets out who may process your personal information in connection with the work we are doing for you, and who we can share your personal information with.

Our fees, billing and payments

10 Our fees

- a You will be responsible for paying the fees we charge for the work, and any expenses we pay on your behalf, whether or not the work has finished or someone else has agreed to pay them or is legally responsible for paying them.

- b** If more than one person is named as our client in the statement of work, all of those named will be responsible (both together and individually) for paying our fees and expenses.
- c** At any time, we may ask you to provide a guarantee, deposit or security for your legal costs and expenses. If you do not provide the guarantee, deposit or security within a reasonable time after we have asked for it, we may stop acting for you and end the agreement.
- d** If the work ends before it is expected to, we will bill you for all of the work we have done up to that point and for any expenses that we have paid or agreed to pay on your behalf.
- e** When necessary, we add VAT, at the current rate, to our fees and expenses. You must pay the VAT even if you have arranged for someone else to pay our bill. Our VAT registration number is GB 129 91 30 60.

11 Hourly charges, fee estimates and caps on fees

- a** Unless the statement of work shows a fixed fee, we charge for the work according to the time our people spend on it and their hourly rate or pay grade.
- b** We record all work in six-minute units. The hourly rates or pay grades of the people involved in the work are set out in the statement of work. We review hourly rates and pay grades from time to time, usually on 1 May each year.
- c** There may be circumstances (for example, when the work is urgent, complicated or requires specialist knowledge) when it will be reasonable and appropriate to increase our fees beyond the hourly rate. We will discuss this with you if these circumstances arise.
- d** We have to give you the best possible estimate of the likely overall cost of the work. The estimate is not a fixed quotation for the work, it is intended to be a general guide. If, at any time, it becomes apparent that the estimate needs to be revised, we will tell you why.
- e** Our estimate of the overall cost of the work, and any assumptions the estimate is based on, will be set out in the statement of work. Our

estimates do not include VAT or any expenses you may also have to pay.

- f** Sometimes it will be difficult to give a meaningful estimate of the overall cost of the work. If this is the case we will explain why in the statement of work. We will give you a realistic estimate as soon as reasonably possible.
- g** If we agree to cap any fees (that is, set an upper limit on the amount we can charge) we will tell you this in writing, usually in the statement of work. It is not appropriate to cap the fees for some types of work.
- h** Once the cap is reached we would not be able to do any further work, even if the work the agreement relates to hasn't finished, unless you agree to it. We will tell you when we are approaching the cap and discuss with you what will happen when the cap is reached.

12 Fixed fees

- a** The statement of work will clearly state if we are charging a fixed fee to carry out a specific amount of work (the agreed scope). Both the fixed fee and the agreed scope will be set out in the statement of work.
- b** The fixed fee will be based on the assumption that matters run smoothly and there are no unexpected changes to the time it takes to complete the work. If the work will take longer than we assumed (for example, if we need to read or produce additional papers or to attend extra meetings or hearings), or we need to do any work that is outside the agreed scope, we will charge you for that extra work at our normal hourly rates, unless you instruct us not to do it.
- c** Even if we are charging a fixed fee, the statement of work will set out the hourly rates of the people working for you in case we need to charge you for any extra work that is outside the agreed scope.

13 Expenses

- a** We may run up expenses with other people or organisations on your behalf (for example, search fees, court fees, Companies House fees, Land Registry fees, barristers' fees, couriers' charges and so on). We will add these to our bill.
- b** VAT will be added to all expenses other than court and oath fees, Land Registry fees, insurance premiums and some experts' fees.

Any expenses quoted in the statement of work do not include the VAT.

- c The statement of work will say what type of expenses you can expect to pay, together with the amounts or an estimate of the amounts. If we cannot tell you the amounts, or we have to estimate them, we will let you know the actual amounts as soon as we know them.
- d We will also run up expenses while carrying out work for you, including travel expenses, courier charges and non-standard delivery charges, banking charges, the cost of secure storage for data, fees for file-sharing sites and bulk photocopying costs. You can ask to see a list of these charges at any time. These expenses are not included in the cost we have set out for the agreed scope.
- e We charge £30 + VAT for each payment we make on your behalf by CHAPS (telegraphic bank transfer). Part of this fee is an amount we charge for our administration work and the rest is charged by our bank.

14 Our bills and interest on late payments

- a We will send you our bills at the times set out in the statement of work. This may be monthly, quarterly (every three months), when the work is complete, or at a natural break in the work.
- b If we send you a bill before all the work is finished, this will be a final bill for the work set out in that bill. We may, rarely, send 'on account' bills. These are not final bills and may cover work we have not yet done. If a bill is 'on account', it will say so.
- c Bills are 'payable on presentation', which means you must pay them as soon as you receive them. If you do not pay a bill within 14 days after receiving it, we may charge interest on the amount you owe, from the end of this 14-day period, at the rate of 8% above the HSBC Bank plc base rate.

15 Paying bills and money transfers

- a We may ask you to pay fees and expenses in advance. We may ask for an advance payment at the start of your work or at other times when we consider it appropriate.
- b If we give an undertaking on your behalf (meaning that we make a formal promise to someone, usually another solicitor, to help your matter progress), and this involves paying money, you must send us the full amount needed for the undertaking before we give it.

- c You can pay your bill by credit card, debit card or bank transfer. Our credit control team process card payments over the phone. Call 0345 209 1281 to make a payment. Please do not send your card details to us by email, post or fax.
- d If we need to change our bank accounts details, we will let you know by writing to you both before and after any change. We will never unexpectedly change our bank account details
- e If you ever have any concerns about whether you have our correct bank account details, please phone us before you send us any money. We will not be responsible if you transfer money to a bank account which is not ours.
- f You authorise us to use any amounts we are holding for you in our client account to pay bills we have raised or expenses we have run up for any of your work. If the work includes buying or selling shares, property or some other asset, we will usually settle our bill for the work out of the money we are holding for you, or the proceeds of the sale (if appropriate), at the time those assets are transferred.
- g If we need to send money to your bank account, we recommend that you give us your account details either by letter or by phone (followed up with an email or letter). If you initially give us your bank account details by email, we will write to you or phone you to confirm that they are correct before we send any money to the account.
- h We will not accept cash payments of more than £250, and please do not pay cash direct into our bank account. If you make a cash payment, we may charge you for any checks we need to carry out to prove where your funds came from.
- i If you pay us money to pass on to someone else (for example, the price of something you are buying), we will not accept payments over the amount that is needed for that purpose, including an amount to cover related costs and expenses.
- j If we pay money to you, it will be by cheque or bank transfer. We will not pay you in cash. Also, we will not make a payment to anyone

else if there is no clear connection to you or the work we have done.

16 Interest on money we hold

- a** If we hold money on your behalf, we will pay interest, as required by regulation, in line with our interest policy. We may change this policy and you can ask us for a copy at any time.
- b** If your money is held in our general client account, interest will normally be calculated from the date the payment into the account has cleared.
- c** If your money is held in a deposit account opened specifically for you, interest will be calculated every three months (on 16 March, 16 June, 16 September and 16 December) and when the account is closed.
- d** For money held in our general client account (or another client account), we will not pay interest on:
 - any amount held in the account for less than a week; or
 - any amount less than £10,000.
- e** We will not pay interest if the total amount of interest calculated for the period that cleared funds are held is less than £50. This rule does not apply to money held in a deposit account opened specifically for you.
- f** You are responsible for any tax due on interest we pay.

If something goes wrong

17 Compliments and complaints

- a** If you have a concern or a complaint about our service or our bill, please contact the person dealing with your work or the person with overall responsibility for your work. If the problem cannot be sorted out or you would prefer not to speak to someone you are dealing with, please write to:

Client Care Partner
Jennifer O'Donnell
Clarke Willmott LLP
Burlington House
Botleigh Grange Business Park
Hedge End
Southampton
SO30 2AF

- b** If you are not satisfied with the way we handle your complaint, you may be able to ask the

Legal Ombudsman to consider your complaint. The Legal Ombudsman is the independent organisation which handles complaints against solicitors. For more information on their complaints procedure, including who can use their service and the time periods for involving them, see the details in our complaints policy at www.clarkewillmott.com/terms, visit www.legalombudsman.org.uk, or write to:

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ.

- c** You may also have a right, under Part III of the Solicitors Act 1974, to ask the court to assess whether the charges in our bill are reasonable. However, if you do this, the Legal Ombudsman may not be able to consider a complaint about our bill.

18 Ending the agreement and suspending services

- a** You can end our agreement at any time by giving us notice in writing.
- b** We can suspend our services, or end the agreement and refuse to act further on your behalf, if you do not make payments you owe or if we have another good reason to do so (for example, if we believe that the business relationship between you and us has broken down). Sometimes we will not be able to tell you why we can no longer act on your behalf. If that is the case, we will let you know.
- c** If you or we end the agreement, or we suspend our services, you are still responsible for:
 - our charges and expenses up to the date the agreement ends or we suspend our services;
 - our charges and expenses for work we reasonably have to do because you or we have ended the agreement or we have suspended our services; and
 - any liabilities, commitments or undertakings we have accepted or given on your behalf.

19 Conflict of interest

- a** A conflict of interest arises if we are under a duty to act in the best interests of two or more different clients, on the same piece of work, and those interests are not the same.

- b** We search our records to make sure there is no conflict of interest. If we discover a conflict, we may have to refuse to accept your instructions or to stop acting for you. You must tell us if you are aware of a potential conflict of interest.

20 Money laundering, proof of identity and checking where your money comes from

- a** Under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, before we start your work you must give us satisfactory proof of your identity. We may also need proof of the identity of certain other people (for example, directors and beneficial owners). If we act for you for a long time, we may have to ask for ID occasionally. Our fees include a charge for us doing this.
- b** We will only use the proof of your identity and other personal information you give us to prevent money laundering or funding terrorism, unless you agree to us using it in a different way (see paragraphs 9 and 27) or the law allows us to use it for a different purpose. We will hold this information for five years after our business relationship with you ends.
- c** We may ask you to explain where any money you have sent us has come from or is going to come from. We may refuse to act for you, or stop acting for you, if you do not give us this information in full when we ask for it.
- d** We do not accept liability for any loss or disadvantage you suffer as a result of us:
- refusing to act for you, or ending the agreement, because you have not given us any relevant information;
 - refusing to accept any cash payment or payment of more than is needed; or
 - meeting a legal requirement.

21 Limit of our liability

- a** You cannot make a claim against any one or more of our people in relation to the advice they have given or the work they have done. You can only take action against us as a company.
- b** We hold professional indemnity insurance as needed under the rules of the Solicitors Regulation Authority. You can see details of our insurance policy at our offices.
- c** The most we will pay you, whether for our negligence, for breaking the agreement or for

some other reason, is £10 million per claim for an action or failure to act, or a number of related actions or failings. This limit does not apply to:

- claims of fraud or 'reckless disregard of professional obligations' by any of our people;
 - liability for death or personal injury; or
 - any legal liability the law does not allow us to limit.
- d** If two or more people are named as clients in the statement of work, all of those people will share this limit.
- e** Only you can make a claim against us about the service we have provided under the agreement. If you could also make a claim against someone else for the same loss, we will only pay our fair share of the loss. This will apply whether or not the other person you could claim against has limited their liability to you. If the other person has limited their liability, this will not increase our liability beyond the limit shown in paragraph c above.
- f** It is unlikely that we would be legally responsible to you if money we are holding on your behalf is lost due to the financial institution where the funds are held collapsing. This does not affect your rights to make a claim under the Financial Services Compensation Scheme (FSCS) for lost money.
- g** We hold client funds with major financial institutions. You can see a list of those institutions on our website at www.clarkewillmott.com/terms. We may update this list from time to time. That web page also contains further information on the FSCS.

Other terms of the agreement

22 Rights of others

- a** You can only transfer the benefit of the agreement (and of any reports, opinions or other advice or other material we have prepared under it) to someone else if we agree to this in writing. We are not responsible to anyone other than you for anything we have done or not done under the agreement.
- b** We will not transfer the benefit of the agreement to anyone other than an organisation which takes over our business, unless we get your permission in writing first.

- c** Our people are entitled to enforce clause 3 of these terms – Responsibility for our services – under the Contracts (Rights of Third Parties) Act 1999 (the contracts act). Other than this, only you and we have the right to enforce any of the terms of the agreement. You and we may agree to end or amend the agreement without the permission of any person who has a right under the contracts act.

23 Notices

- a** We may send any notice under the agreement to you at your address set out in the statement of work, unless you have told us a different one for this purpose. You must send any notice to us at our address set out in the statement of work, unless we have told you a different one for this purpose. Notices may be given in person or by post. If they are sent by first-class post, they can be treated as having been delivered on the second day after being posted, whether or not they have actually been delivered.
- b** We do not accept notices or legal documents sent by fax or email.
- c** You agree that we can serve legal documents (such as claim forms or other court documents) on you by:
 - email to any email address you have used to send emails to us; or
 - post to the address we sent the statement of work to, the last address you wrote to us from before we served the legal document on you, or the last address we wrote to you at before we served the legal document on you.

24 General terms and governing law

- a** If a court finds that we are not entitled to enforce any term of the agreement, the other terms will continue to apply in full.
- b** This document and the statement of work form the whole agreement between you and us in relation to the work set out in the statement of work. The agreement replaces any previous agreements, understandings or arrangements between you and us relating to the work. The agreement may be amended only in writing.
- c** Our work is governed by English law. The agreement and any reports or other advice we give are also governed by English law and any disputes will be dealt with in the courts of England and Wales.

Information we must give to you

25 Who we are

- a** We are a limited liability partnership (LLP) incorporated in England and Wales. Our registration number is OC344818 and our registered office is at Burlington House, Botleigh Grange Business Park, Hedge End, Southampton, SO30 2AF. We may refer to ourselves as Clarke Willmott or Clarke Willmott LLP, and both are correct.
- b** LLPs have members rather than partners, but we refer to members as 'partners' because more people understand this term. Some other senior staff who are lawyers with equivalent standing and qualifications to a member are also called partners. However, there is no partnership in the conventional legal sense between the people we refer to as partners.
- c** We are registered for VAT purposes. Our VAT registration number is GB 129 91 30 60.

26 Our regulator

- a** We are authorised and regulated by the Solicitors Regulation Authority (SRA), with SRA number 510689. We must keep to the SRA's rules of professional conduct, which you can see at www.sra.org.uk/solicitors/standards-regulations/. As a result, you are entitled to the benefit of the SRA Compensation Fund.
- b** The SRA says that we must give you the following statement.
- c** "We are not authorised or regulated by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority 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 Financial Conduct Authority website at <https://register.fca.org.uk>."

27 Data protection

- a** To provide our service to you we need to analyse and process your personal

information. We are the 'data controller' of that information, meaning that we are responsible for how and why your personal information is collected, used and held.

- b** Our privacy notice sets out:
- what personal information we collect;
 - our legal reasons for collecting the information;
 - how we will use the information;
 - other people we may share the information with;
 - how long we will keep the information for;
 - your rights relating to the information; and
 - how to make a complaint or exercise your rights if you are concerned about how we are using your information.

- c** You can find the most up-to-date privacy notice on our website at www.clarkewillmott.com/privacy.

- d** If you want a paper copy, please email dataprotection@clarkewillmott.com or write to:

Data Protection Officer
Clarke Willmott LLP
Burlington House
Botleigh Grange Business Park
Hedge End
Southampton
SO30 2AF

- e** If you give us personal information (including that of others involved in the work), you are responsible for meeting all data-protection laws when you give us that information. You are responsible for the accuracy and quality of the personal information you give us.

28 Cancelling the agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

- a** If you are a consumer, as defined in the above regulations, you may have the right to cancel the agreement. If you're not sure whether you are a consumer, or whether the regulations apply to you, please ask us.
- b** The rest of this document explains the cancellation rights consumers have under the regulations. The wording is set by law and so Plain English Campaign's Crystal Mark does not apply to paragraphs c to n below.

Your right to cancel under the Regulations

- c** You have the right to cancel this contract within 14 days without giving any reason.
- d** The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- e** To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or e-mail). You may use the model cancellation form which you can find at www.clarkewillmott.com/cancel, but it is not obligatory.
- f** To give us your decision to cancel please contact the person who is advising you. You will be able to find their contact details in the client Statement of Work.
- g** 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.

Effects of cancellation

- h** If you cancel this contract, we will reimburse you all payments received from you, including the costs of delivery, unless you ask us to start work during the cancellation period (see 'Asking us to start work' below)
- i** We will make the reimbursement:
- without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract; and
 - using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement.

Asking us to start work

- j** We cannot start work during the cancellation period unless you instruct us to do so in writing.
- k** In most cases, if you ask us to start work before the end of the cancellation period you are still entitled to cancel the contract. You only lose the right to cancel if we fully complete the work within the cancellation period. If this happens, you will have to pay us in full for the work done.
- l** If you cancel during the cancellation period after agreeing that we can start work, we can

charge you for the work we have done on a pro-rata basis. This will be an amount which is in proportion to what has been performed, until you told us you wished to cancel in comparison with the full coverage of the contract.

- m Please ask us for a consent to start work form if you want us to start work before the end of the cancellation period.

Regulated agreements

- n If you are entering into a related agreement, such as a conditional fee agreement or an insurance policy to cover your legal expenses, that agreement will also be automatically cancelled if you cancel this contract with us.

