



1. OUR TERMS OF BUSINESS

These Terms of Business together with any relevant Engagement Letter, apply to each Matter we are instructed upon by you unless specifically amended in accordance with clause 2 below.

Where your Matter relates to residential conveyancing, please refer to our Residential Conveyancing Terms which are provided separately and apply in conjunction with these Terms of Business.

2. VARIATION

No variation to these terms shall be effective, unless provided for in the Engagement Letter, Residential Conveyancing Terms or in writing signed by a Fee Earner

3. OUR SERVICES

3.1 Authority

We are authorised to act for you to provide the Services. You authorise us to engage third parties and otherwise to incur reasonable expenses on your behalf which are necessary or desirable in relation to the provision of Services. Alternatively, you may be required to contract directly with any third party engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

3.2 Our Services

The Fee Earner named in any Engagement Letter will be the person primarily responsible for the provision of Services to you. That Fee Earner has complete discretion to deploy such of our staff as he/she deems necessary or desirable to ensure appropriate delivery of the Services. We advise upon the Law of England and Wales. If you need advice on the laws of other jurisdictions, we will, with your agreement, instruct lawyers practising in that jurisdiction to give such advice, on the same basis as we engage other third parties on your behalf.

3.3 Bank Details

We will give you our bank details during the course of your Matter and you are advised to telephone the Fee Earner or his/her assistant at any time during the conduct of your Matter to re-confirm our bank details. Our bank details will not change during the conduct of your Matter or during the provision of Services to you. If you receive any correspondence purportedly from us containing different bank details, please report this to

us as soon as possible. We cannot accept responsibility should you transfer funds into an account other than to the account details we provide.

4. YOUR DUTIES

As our client, you agree that you will make reasonable endeavours to provide us with appropriate instructions, information and materials to allow us to perform the Services for you as well as prompt notification of any changes or additions to instructions, and carry out all steps reasonably necessary to enable us to provide the Services to you. You also agree not to deliberately mislead us and to attend any appointment, court hearing, medical or other examination which we reasonably request you to attend and make payment for disbursements and expenses promptly and when required.

5. CLIENT CARE

5.1 Principles

We aim to provide Services in an expedient, cost-effective and friendly manner. We cannot guarantee that a Fee Earner or supervising Partner will always be available upon demand, but we will do our best to respond to you promptly.

You will be regularly informed of the progress of your Matter by telephone or by email/in writing (as available) and the reason for any serious delay. We will update you on the likely timescales for each stage of your Matter and any important changes in those time estimates. Whilst we are (a) committed to protecting the environment by using email communication wherever possible and (b) understand that it is often the fastest and easiest method of communication for our Fee Earners and clients, if you do not have access to email, we will be happy to conduct all communications using post and telephone.

We will explain any important document in clear to understand, jargon free language but if you still are unclear as to the position, please let us know.

If there are preparations which you can do in advance of meeting with us, we will let you know e.g. providing us with lists of names and addresses or schedules of expenses and putting relevant papers in order.

At the end of a Matter, you will be sent a final bill and a letter summarising the steps taken and confirmation that the Matter is now closed.



We do not accept cash payments from clients for sums of more than £500.00. If you try to deposit cash directly with our bank, you may be charged for any additional checks we decide are necessary to prove the source of the funds. Where we are going to pay money to you, it will be paid by cheque or electronic transfer from our client account. We are unable to pay client monies out to clients in cash or via third parties.

We may also undertake financial and identity checks on beneficiaries prior to distributing funds.

5.2 Complaints

We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided then please inform us immediately so that we can do our best to resolve the problem.

In the first instance, it may be helpful to contact the fee earner who is working on your case to discuss the concerns you have and we will do our best to resolve any issues at this stage. If you would prefer to make a formal complaint then we have a strict procedure in place to try and resolve issues quickly and thoroughly. Please note that making a complaint will not affect how we handle your Matter:

Formal Complaints Procedure;-

Please write to our Practice Manager in the first instance so that we may do our best to resolve the issue.

Our Practice Manager will acknowledge any written complaint within seven days and a full response will be given to you in writing within 28 days unless the complaint is complex and requires more time. In that case, you will be notified and given an alternative period of time in which we will respond.

If you remain dissatisfied with the outcome or the way your complaint has been handled, you may write to Michael Legister (Partner) who will investigate the complaint on your behalf and provide you with a formal response.

If you are still unhappy after Michael has concluded his investigation and reported back to you, you have several options. The Solicitors Regulation Authority (SRA) can help you if you are concerned about our

behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, disability or other characteristic. The SRA can be contacted at:

www.sra.org.uk
telephone on 0370 606 2555.

Alternatively, the Legal Ombudsman can help you if we are unable to resolve your complaint ourselves. The Legal Ombudsman will look at your complaint independently and again it will not affect how we handle your case.

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have then you must take your complaint to the Legal Ombudsman within six months of receiving a final response from us to your complaint and (1) no more than six years from the date of the act or omission giving rise to the complaint or (2) within three years of when you should reasonably have known there was cause for complaint. If you could like more information about the Legal Ombudsman, they can be contacted at:

P. O. Box 6806, Wolverhampton WV1 9WJ
telephone: 0300 555 0333 (9am - 5pm)
Email: enquiries@legalombudsman.org.uk
(www.legalombudsman.org.uk).

You have the right to object to your bill by making a complaint to the appropriate body and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974.

Where we feel it necessary to obtain a court order against a client (whether interim or final), we are under no obligation to comply with our own complaints procedure in connection with any written complaints received by them.

6. BUSINESS HOURS

Our usual opening hours are 9:30am to 5:30pm (weekdays only) although exceptionally Fee Earners may see clients outside of these core hours by mutual agreement. It is common for members of staff to take a lunch break between the hours of 1pm to 2pm but reception should be open throughout the day.

7. FEES, EXPENSES AND CLIENT MONEY

7.1 General



Unless a fixed fee or other payment arrangement has been agreed in the Engagement Letter, our fees will be calculated principally by reference to the time spent by us in providing the Services at the hourly rates set down in the Engagement Letter.

We may, in accordance with professional guidelines (e.g. the Law Society guidelines), also charge additional fees 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. Where additional fees are payable, this will be made clear in the Engagement Letter.

The hourly rates of each of our Partners and Fee Earners and other staff are reviewed from time to time and we will inform you of any variation in these rates applicable to your Matter as well as the date upon which they take effect.

You will be responsible for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, court fees, search fees and other third parties' fees and expenses). Please note that we have no obligation to pay for such third-party expenses unless you have provided us with funds on account for that purpose.

You will also be liable to pay for other services associated with the Services at our prevailing rates. References to "expenses" in these terms include such other services.

VAT will be charged at the appropriate rate on all fees and expenses. VAT is currently at the rate of 20%.

7.2 LTD company clients

We may require a director and/or controlling shareholder to sign a form of personal guarantee for our fees and expenses. If such request is refused, we may refuse to act or cease acting, in which case we will require immediate payment of any fees incurred to date on a time spent basis and expenses as provided for in these terms of business

7.3 Payments on account

We may not be able to begin work for you until we have received a payment on account of our fees and expenses. Money paid on account which is not subsequently required for fees and expenses will be returned promptly. We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

7.4 Estimates

An estimate (whether made orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost. Unless stated in writing to the contrary, any estimate does not include any expenses or VAT.

Where we carry out work which falls outside the scope of an estimation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our hourly rates, in addition to the 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 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 your, or your agents', act(s) or omission(s).

In addition, when a quotation includes a Land Registry registration fee, the fee contained in the quotation is given on the basis that we can submit your registration application electronically. If a paper application is required then the Land Registry fees will increase but we will endeavour to advise you of this in advance of submitting the application for registration.

7.5 Searches

Please note that the fees charged for searches covers the cost of us obtaining personal searches. In the event that your mortgage lender does not accept personal searches we will need to order official searches which is likely to result in an increased cost for the search pack.

7.6 Additional fees

Occasionally we may have to carry out additional work which falls outside the estimate provided to you. If this becomes necessary, you may be charged an additional fee (which will be highlighted in advance).

7.7 ID Check fees

We also recover the fees we are charged for undertaking the ID checks referred to in section 9 of these terms of business.

7.8 Abortive fees

Please note that if you choose not to proceed with a Matter for which we have undertaken work then we



may make a charge for professional services provided to the date of cancellation.

7.9 Interest

We account to clients for interest (gross) when it is fair and reasonable to do so and where the total amount at the end of a matter exceeds £20.00. Holding client funds is incidental to the carrying out of legal instructions and our policy on payment of interest complies with the Solicitors Regulation Authority Rules 2011.

Interest accrued on client account monies is likely to be lower than could be achieved were the funds held elsewhere for the period as the type of account is not a high interest account.

We can on occasion arrange for funds to be placed in a higher earning separate designated deposit account if the transaction meets certain value criteria. In that event we would advise you of the same during the course of the Matter and account to you for the full amount of interest received from the bank.

Our client account is operated by Barclays Bank Plc. If there is a banking failure it is unlikely that the firm will be held liable for any losses of client account money. In that case, you will need to rely upon claims made under the Financial Services Compensation Scheme ("FSCS") which has a limit of £75,000 per eligible client per bank. Please note, if you hold personal money in Barclays Bank Plc, it would form part of your claim under the FSCS. Some deposit-taking institutions trade under several names, and for those the FSCS limit remains an aggregate of £75,000. Please consult with your banks, the Financial Conduct Authority ("FCA"), Prudential Regulation Authority ("PRA") or a financial adviser for more information. More information about the FSCS, PRA and FCA can be found at <https://www.fscs.org.uk/what-we-cover/about-us/>

8. BILLING

8.1 Frequency of Invoices

Unless otherwise agreed in the Engagement Letter, we will be entitled to issue bills in respect of our fees and expenses on an interim basis 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.

There may be a delay in billing 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.

8.2 Payment terms

You agree to pay our bills without any deduction, set off or counterclaim. We may charge interest on sums outstanding from the date 28 days from the date of any invoice until the date of payment. The rate we will apply is currently 8% per annum.

8.3 Suspension of Services

If you do not pay any bill in accordance with these payment terms, 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. Furthermore, we are under no obligation to attend court hearings and represent you if our fees remain outstanding. We are required to issue all bills to the client named on each Matter.

8.4 Liens

We have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

9. ID CHECKS

9.1 Money Laundering Regulations/The Proceeds of Crime Act 2002

We are required to comply with the Money Laundering Regulations ("MLR") and in particular to verify the identity and permanent address of all new clients to prevent the use of laundering systems to disguise the proceeds of crime.

In order to undertake the required MLR Anti money Laundering ("AML") ID search, you will be asked to supply as a minimum one item from List A and one item from List B:

LIST A – Proof of Identity: current passport or UK photocard driving licence.

LIST B – Address Verification: utility bill/council tax bill/bank statement (no fewer than 3 months old and excluding mobile telephone bills), tax coding notice,



mortgage statement (within the last 6 months) showing your current address.

We may request additional identification from you if the nature of your Matter requires this and you will agree to provide this to us if it is requested by us.

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 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.

10. CONFLICT OF INTEREST

10.1 Conflict of interest

We may, prior to or during the course of a Matter, find that we owe separate duties to act in the best interests of two or more clients in relation to the same or a related Matter and those duties conflict (or there is a significant risk that those duties may conflict or our own interests conflict with those of a client) . Subject to paragraph 10.3, we may act for parties engaged in activities similar to or competitive with yours.

10.2 Third parties

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 and 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.

10.3 Consent

Where our professional rules allow, we may act for you and another client where a conflict of interest would otherwise exist, provided that we have the necessary protections in place and the consent of both parties. We do not require your consent to act against an Associated Entity.

If we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest which cannot be permitted to continue by consent, we may have to stop providing Services to you and/or to all other clients affected by the conflict.

11. CONFIDENTIALITY

11.1 Your information

Subject to the terms of our Privacy Policy (a copy of which is available on our website on in writing on request), we may use the information which you provide, or which we obtain through our dealings with you, for the provision of Services and may give it to our service providers, employees and agents. We may also use it to administer your account with us, including tracing and collecting any debts.

We may also use information (including personal data) to ensure the safety and security of our offices, our staff and for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

Subject to the provisions of our Privacy Policy, we may also use personal data to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material.

11.2 Matter information

We may provide updates about your Matter to other authorised interested parties, for instance local authorities, instructed estate agents, developers, mortgage brokers, lenders, solicitors acting on the other side and management companies, insurers, brokers and Solicitors acting on the other side. Please review our Privacy Policy (available online or on written request) for more details If you have any concerns regarding the updates or information being provided relating to your matter then please make us aware immediately.

11.3 Confidentiality

We will treat any information which is confidential to you and which we obtain from or as a result of acting for you as strictly confidential, unless we need to disseminate it for the purposes of providing Services to



you, for disclosures to our auditors/advisors, for the purposes of our professional indemnity insurance, or as otherwise required by law or other regulatory authority to which we are subject.

We shall be under no duty to disclose to you 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.

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

12. RETENTION AND DESTRUCTION OF DOCUMENTS

Please refer to our Privacy Policy available on our website (or upon written request if you would like a copy sent to you) for details relating to our policies on document retention, destruction and storage.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Copyright

Where we produce documents for you as part of the Services, we retain copyright and all other intellectual property rights in those documents (including know-how and working materials as well as final documents). Subject to the payment of our fees, we will grant you a personal licence to use such documents or other works solely for the Matter to which they relate.

13.2 Third party documents

We may keep 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.

If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to anonymise personal data.

14. JOINT INSTRUCTIONS

If we are instructed on a Matter by more than one client jointly, the rights and obligations of each party will be joint and several. We have the right to disclose information and take instructions from any one of the joint clients at any time unless you have stated otherwise. If any joint client revokes or a conflict of interest otherwise materialises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

15. LITIGATION

This paragraph 15 relates specifically to litigation related Matters i.e. court proceedings. Where paragraph 15 and our general terms of business conflict in a litigation Matter, the provisions of this section shall apply.

15.1 Costs risk

In litigation Matters, parties may be liable to pay some or all of the costs. Usually the unsuccessful party is ordered to pay all or a part of the successful party's costs, but this is not guaranteed. Please note that you are responsible for paying our costs in full, even if the unsuccessful party fails to pay the costs awarded to you as the successful party by the Court or which the unsuccessful party agrees but fails to pay.

If the other side on your case is or becomes legally aided, it is possible that that you will not be able to recover your costs, even if you are successful.

In employment litigation Matters, it is usual practice that no costs are awarded even if you are the successful party. If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs.

15.2 Funding

Legal expenses insurance may be included in your personal contracts of insurance (e.g. car, home, holiday etc) and you should check your policies to see if you are covered and what those policies cover from a legal expenses perspective. If you would like us to review the policy wording with you, we will be happy to do that.

A conditional fee agreement is an agreement whereby we charge no (or reduced fees) if you are unsuccessful but higher fees if you win. Insurance policies may be available to cover your fees and we will discuss the



possibility of funding under conditional arrangements where it is appropriate to a Matter.

Legal Aid is another funding option but qualification is limited. For more information please go to the LAA website www.justice.gov.uk/legal-aid

In some family law cases, it may be possible for you to apply for a loan to cover your legal costs. There are a number of litigation loan providers and your Fee Earner will be able to advise you on the application process. Please note, however, that we do not endorse any particular loan company or method of funding.

16. INSURANCE

We have professional indemnity insurance in accordance with SRA requirements and we believe that the limits placed upon our insurance are reasonable in all the circumstances. Please note that if we have to make a notification under the terms of our professional indemnity policy, information about you (including personal data) and your file may be seen by our insurers.

17. LIABILITY

17.1 Duty of care

We will use reasonable skill and care in the provision of the Services.

17.2 Third parties

The Services are provided to and for the benefit of you personally. No other person may use or rely upon the Services and the provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

The Firm alone will provide the Services and you 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 Firm owned or controlled by or on behalf of any of the Partners. Those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

17.3 Drafts

Where we provide a free initial consultation prior to being formally instructed on a Matter or we provide draft or provisional advice or other materials, the final versions may be substantially different and, as such, no reliance may be placed upon draft advice given prior to a formal instruction or upon any draft document.

17.4 Communication

We will usually send you an Engagement Letter at the outset of a Matter, but we may not do this where the matter is 'one-off' advice, or you require Services on an urgent basis or you are already familiar with our terms.

We may communicate with you and others by letter, email, telephone, text message and fax. If any method is unsecure or inappropriate, please let us know. The electronic transmission of information via the internet (including email) may be lost, undelivered, delayed, intercepted, corrupted, altered or accessed by unauthorised parties. Our electronic communications are not ordinarily encrypted or digitally signed. We are not liable to you in respect of any loss whatsoever arising from communication with you or a third party electronically, where the principal basis of claim is that it was sent electronically.

Our IT systems are for business use. To safeguard the security of our systems and your personal data, we may prohibit the receipt and opening of certain types of electronic files and we may delay opening and dealing with certain types of electronic files until necessary checks have been made. For the purposes of the Telecommunications (Lawful Business Practice) (Interceptions of Communications) Regulations 2000, we may record and monitor telephone, fax and email communications that are made to or from our Fee Earners and employees to ensure compliance with our internal rules, the law and to investigate complaints or situations brought to our attention. By agreeing to these terms of business, you consent to our monitoring and recording electronic communications between you and others using our systems.

17.6 Deadlines

We will try to meet any deadline we agree with you for the performance of any Services but, unless we specifically 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.

18. PROPORTIONATE LIABILITY

If you make a claim against us in respect of any loss for which someone else (including yourself or any other professional advisor) could also be liable, our liability will be limited to a fair and equitable proportion of the total losses whether or not those other parties have (a)



excluded or limited liability or (b) are able to meet their own proportion of the liability.

19. EXCLUSION OF LIABILITY

We are not liable for 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 any advice or document subject to the laws of a jurisdiction outside England and Wales or any advice or opinion given to you by any third party (whether or not recommended by us), or for the failure to provide the Services caused by factors beyond our reasonable control (including but not limited to Force Majeure).

20. EXCLUSION OF LIABILITY FOR LOSS OF PROFIT

We will 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).

21. FINANCIAL LIMIT OF LIABILITY

The aggregate liability of the Fee Earners, employees and agents 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 claim, unless otherwise agreed, be limited to the sum of £10,000,000.

22. NON-EXCLUDED LIABILITIES

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.

23. QUALITY

We are subject to regulatory requirements which include auditing by our accountants who will normally need to have access to our files and therefore to confidential information. Similarly, files may be subject to external auditing for accreditation and quality assessment programmes (such as WIQS, CQS etc.), or other disclosure for regulatory purposes.

24. TERMINATION

24.1 Completion

An agreement for the provision of Services ends upon the completion of the provision of those Services. 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.

Where you have contracted with us in your home or at your place of business, you may have the right to cancel within 14 days in accordance with the Consumer Contracts Regulations 2013. If we receive a request to cancel, we will respond in writing.

24.2 Early termination

We or you may terminate the provision of all or any Services at any time by giving written notice to the other. We will not do this without good and substantial reason. If Services are terminated by either party, you will remain liable to pay all fees and expenses incurred before termination and due on the basis of agreed aborted costs or 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. We may keep all your papers and documents while there is still money owed to us for fees and expenses (see section on Lien). All our rights set out in these terms shall continue to apply even if we terminate the agreement.

25. GENERAL

25.1 Financial services

We are acting as your legal advisers. We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000.

Where a Matter involves or relates to an investment, those Services may involve us in carrying on regulated investment activities. We can undertake those activities, but only on a limited basis where an exemption to that Act applies, including where those activities are closely linked to legal work we do for you. Nothing that we say or do should be taken as advice on the merits of any investment activity (whether under the Financial Services and Markets Act 2000 or otherwise). No communication from us will constitute or should be regarded as an invitation or inducement to engage in any investment transaction or other



activity or to exercise any rights conferred by any investment. You are solely responsible for any decision you take to negotiate or enter into a proposed transaction and should do so based on your own assessment of its merits and risks. If you are in doubt over any of these matters, you should seek advice from an appropriately qualified financial adviser.

25.2 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.

25.3 Equality

We will not discriminate in relation to providing our Services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status.

26. DISCLAIMERS

26.1 Tax

Any work that we do for you may involve tax implications (e.g. IHT, SDLT, CGT etc). or necessitate the consideration of tax planning strategies. Although we can discuss tax generally at your request, we are not qualified to advise you on the specific tax implications of transactions you instruct us to carry out, or the likelihood of them arising and so any discussions relating to tax are subject to the recommendation that you seek professional advice on tax matters from a competent tax specialist.

26.2 Planning

We will not advise you on the planning implications of a proposed property transaction, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the conveyancing search results.

26.3 Inspections and environmental issues

We do not usually physically inspect a property but, if you wish us to do this for any reason, please let us know. We will not advise upon the valuation of a property or the suitability of your mortgage nor any other financial arrangements but we may ask you to obtain professional valuations during the course of a Matter. We will not advise generally on environmental liabilities but it may be necessary for you to pay for an environmental search nor will we advise you on possible contamination of any land which may be relevant to your purchase. We are not qualified to

advise on the results of any search and as such we are limited to reporting to you the actual results of such a contaminated land search.

27. DATA PROTECTION

Please review our Privacy Policy (available online or on written request) for more details.

28. LAW AND JURISDICTION

The terms upon which we provide Services to you are governed by, and shall be construed in accordance with, the Law of England and Wales. You and we each agree to submit to the exclusive jurisdiction of the courts of England and Wales, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

29. DEFINED TERMS

"the Firm" means Huggins Lewis Foskett Solicitors whose usual place of business is 5/6 The Shrubberies, George Lane, South Woodford, London, E18 1BG (SRA number; 61515) and any successor partnership;

"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;

"Documents Held For You" and 'Your Documents' 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) or document which you give to or lend to us;

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



"Fee Earner"	means a Partner, solicitor, trainee solicitor, legal executive, paralegal or conveyancer employed by the firm, or a consultant retained by the firm under a contract for services or any person of equivalent qualification
"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, 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 any partner of the Firm from time to time
"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 an Engagement Letter and any other person identified in the Engagement Letter as our client and "Your" is construed accordingly.