

## 1. INTRODUCTION

For the purpose of these Terms “we” “our” “us” “the LLP” or “the firm” means T V Edwards LLP, which is a limited liability partnership registered in England and Wales with Registered Number **OC325696**, and whose registered office and principal place of business is 35-37 Mile End Road, London, E1 4TP. Persons referred to in these Terms as “member partners” are members of that LLP. Persons referred to in these Terms as “partners” are non-member partners of that LLP. These Terms, together with our engagement letter, set out the basis upon which we will provide our services, and they should be read together. In the event of any inconsistency between the letter and these Terms, the former shall prevail. The Terms including the limits on our liability in clause 20 will apply to all services rendered by us to you from time to time unless we have entered into a specific written agreement which expressly excludes or modifies them in whole or in part; and in the case of existing clients, all instructions received after 8 March 2019 will be treated as acceptance of the Terms. Any business conducted with us is solely with the LLP and the LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No member partner, partner, principal, employee, associate or consultant of the LLP will have any personal liability for work undertaken for you. If a member partner, partner, principal, employee, associate or consultant signs in his or her own name any letter or other document in the course of carrying out that work it does not mean he or she is assuming any personal legal liability for that letter or document.

## 2. GENERAL BASIS FOR ACCEPTANCE OF INSTRUCTIONS

- (a) Instructions will be accepted or declined in accordance with the Solicitors' Regulation Authority Code of Conduct 2011, as it may from time to time be amended.
- (b) We will be free to use such members of our staff or agents in connection with your case as we consider to be appropriate and in your best interests.
- (c) You will notify us in writing if communications are to be sent to you other than at the postal address, fax number or email address you have provided, and if particular advice is to remain undisclosed to other persons associated with you. Unless you tell us not to do so, we may communicate with you and others by email and do not accept responsibility for any breach of confidentiality which may occur, whether because of a fault or omission on your part or by any of your agents or the result of any action of a third party. We do not encrypt or password protect any email or document sent by us unless agreed with you in writing.
- (d) You will provide us with a full description of the services you require and a statement of your objectives.
- (e) You will provide us with sufficient information to enable us to carry out our work. This will include relevant documents, notes, agreements, emails, correspondence and personal statements. You will safeguard any documents that are likely to be required for discovery.
- (f) Where our services are supplied to two or more persons then your liability for our costs is joint and several; you will each be liable for any amounts due to us. If a third party or other source is to be responsible, this must be agreed with us before work is undertaken.
- (g) It is our practice to check for conflicts of interest in appropriate cases. However, an actual or potential conflict between your interests and the interests of another advised party may arise during the course of a matter. If this situation arises during our dealings with you we will discuss it with you and determine the appropriate course of action. In order to protect your interests we may not be permitted to continue to act for you.
- (h) If we are instructed to act for a third party, in circumstances where we hold information which is confidential to you which would be material and adverse to that third party, we may accept that party's instructions provided that we put in place such information barriers as may be suitable to prevent the passage of that information to the third party. Your consent to our proceeding in that manner is deemed to have been explicitly given by your agreeing to these Terms.
- (i) Your papers and documents may be reviewed by external auditors, including auditors from the Law Society, Solicitors' Regulation Authority and the Legal Aid Agency. We consider this necessary in order for us to provide our clients with a professional service, including where appropriate under the Legal Aid scheme.

- (j) Part of our transcription may be outsourced to a third party based in the UK or overseas. We will take reasonable steps to ensure that confidentiality and security of information is strictly adhered to.
- (k) We will:-
  - review your matter regularly.
  - advise you of any changes in the law that are relevant to your instructions whilst we are acting for you in a current matter.
  - advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.
- (l) You will notify us immediately in writing of any change of postal address, fax number, email address or contact telephone numbers.

### **3. TAX ADVICE**

Unless our retainer includes advising you in relation to specified tax matters, we will not normally advise on tax issues or their implications and we will assume that you are obtaining separate advice on them. The responsibility for instructing a tax adviser or accountant will be yours.

### **4. COSTS AND DISBURSEMENTS - PRIVATE CLIENTS**

- (a) Except where we are working under public funding arrangements (Legal Aid) or have agreed a fixed or scale fee, our charges are usually (but please see paragraph 4(b) below) based on the time we spend dealing with your instructions. Chargeable time will include meetings with you and others; any time spent travelling; considering, preparing and working on papers; correspondence including faxes and emails; and making and receiving telephone calls including calls to and from you. All letters and telephone calls will be charged on a time basis. We record time in minimum units of six minutes. In addition, VAT will be added to our charges at the current rate from time to time. On 1 July annually we review the hourly rates and will notify you in writing of any increase. Expenses such as Counsel's fees and/or Expert's fees which are incurred will also attract VAT.
- (b) In addition to the time charges referred to in paragraph (a) our costs will also be assessed by reference to the other factors set out in the Solicitors' (Non-Contentious Business) Remuneration Order 2009 including:-
  - (i) the complexity of the matter;
  - (ii) the skill, labour, specialised knowledge and responsibility involved;
  - (iii) the number and importance of documents prepared or considered;
  - (iv) the amount or value of any money or property involved; and
  - (v) the importance of the matter to you.
- (c) Wherever possible we will, upon accepting instructions, give you an estimate of the likely costs involved and will revise that estimate from time to time if it becomes necessary. Likewise we will give you an estimate of disbursements that are likely to be incurred. If we have provided you with a written estimate, it is given only as a guide to assist you in budgeting and should not be regarded as a fixed quotation.
- (d) Our costs take into account our incidental disbursements such as normal postage and normal telephone charges. We will charge you for any other expenses we incur in connection with your business including printing, exceptional photocopying and typing requirements, couriers and any exceptional telephone (including overseas and conference calls) and/or fax costs.
- (e) Our current hourly charging rates for fee-earners are as set out in our engagement letter.
- (f) Unless otherwise agreed, our charges will be payable whether or not any particular matter proceeds to completion.
- (g) Our bills are signed by a Member Partner, and such signatures may be an electronic signature.
- (h) Timing of bills often depends on the nature of a matter. We reserve the right to bill you on an interim basis and will endeavour to send you bills on a monthly basis, or any other regular basis agreed with you. Bills may be delivered more or less frequently depending on the nature of the matter and the time spent working on it. On some transactional matters, our bill may not be delivered until shortly before or at the conclusion of the transaction.
- (i) There are two kinds of interim bills that we may deliver: interim statute bills and on account interim bills. These are explained more fully in the following paragraphs. Unless we have indicated otherwise, the interim bills we send you will be interim statute bills.
- (j) An interim statute bill is a complete and final charge for our costs in the period to be covered by the bill. At the conclusion of the matter we are working on or, if earlier, upon termination of our retainer, we will deliver a final bill. The final bill will cover our costs for work done during the period covered, it may not (even if it is a final bill) include all our expenses and disbursements for that

period, since third parties may not have sent their invoices or charges to us in time to be included on our bill. In that event, the relevant expenses and disbursements will be invoiced after we have received any third party invoice demand.

- (k) An on account interim bill is a bill on account of our total costs for the matter on which we are working. It does not, therefore, necessarily represent a complete and final charge for our costs in the period to which it relates. At the conclusion of the matter we are working on or, if earlier, upon termination of our retainer, we will deliver a final bill for a matter. This may include previously unbilled charges for work done, and expenses and/or disbursements incurred, during the period(s) covered by earlier on account interim bill(s) but, when we calculate the amount due to us, you will of course be given a credit for all payments you have already made.

## **5. PAYMENT – PRIVATE CLIENTS**

- (a) Any account rendered by us is due for payment on delivery and interest will be charged at four per cent above the base rate applied from time to time by Barclays Bank plc on any balance outstanding after 14 days. If any element of a bill is queried that part of the bill which has not been queried is to be paid in any event.
- (b) We may from time to time deduct sums due to us from monies in hand on your account.
- (c) We may from time to time invoice you on account of the final bill for costs and disbursements. Such invoices may be sent periodically in accordance with our engagement letter or at any natural break in the instructions.
- (d) If you have any query about your invoice, including the basis on which it has been calculated, you should contact the partner or fee-earner with day-to-day responsibility for your work as soon as possible and in any event within 14 days, after which we will treat the amount shown in the invoice as recoverable by any means. In the event that we choose to recover sums due to us through the courts, we reserve the right to claim interest under s69 of the County Courts Act 1984, which is currently eight per cent.
- (e) You are entitled to have a bill checked by an officer of the High Court by a procedure known as assessment of costs.

## **6. LEGAL AID CERTIFICATES AND REPRESENTATION ORDERS – LEGAL AID CLIENTS**

- (a) Legal Aid Certificates (Civil cases, including Family cases) and Representation Orders (Criminal cases) only cover the work described in them. Additionally, Legal Aid Certificates normally contain a limit in respect of the costs that can be incurred.
- (b) You must tell us and the Legal Aid Agency of any change in address or your financial circumstances. For example, if you are not working at the time of your application and subsequently get a job, you must inform us and the Legal Aid Agency. This duty continues until such time as your Legal Aid Certificate or Representation Order is cancelled. We are under a duty to notify the Legal Aid Agency of any change in your circumstances that affects your entitlement to a Legal Aid Certificate or Representation Order.
- (c) If you ask us to carry out work that is not covered under a Legal Aid Certificate or Representation Order we will be entitled to charge you for that work on the normal charge basis for private clients.

## **7. CIVIL (NON-CRIMINAL) WORK – LEGAL AID CLIENTS**

- (a) If you ask us to carry out work that is deemed to be unreasonable, we have a duty to report matters to the Legal Aid Agency, which may result in the cancellation (discharge or revocation) of your Legal Aid Certificate.
- (b) Please note that Legal Aid Certificates are not retrospective and only cover work done between their date of grant and their date of discharge or revocation.
- (c) If you are granted a Legal Aid Certificate (including an “Emergency Certificate”) that is “revoked” because, for example, once a correct financial assessment has been made, it is found that you do not qualify for Legal Aid or you have failed to provide the Legal Aid Agency with information requested by it, you may be required to pay some or all of the fees incurred.
- (d) If you are granted a Legal Aid Certificate that is subject to you paying a contribution, the Certificate may be discharged if you fail to maintain your contribution. If your contributions fall into arrears we shall be unable to carry out further work on your behalf without further authority from the Legal Aid Agency or sometimes the Court and you remain liable for the arrears.
- (e) If your Legal Aid Certificate is subject to you paying a monthly contribution, liability for this lasts throughout the period that the Certificate is in force.

- (f) Generally, if you have the benefit of a Legal Aid Certificate you will not be liable for the opponent's costs even if your claim is unsuccessful. The opponent can, in limited circumstances, claim its legal costs against the Legal Aid Agency. However, even if the cost of your case is covered fully or partially by a Legal Aid Certificate, the Court still has power to make you pay the fees and expenses of your opponent if it thinks it fair to do so. In making such a decision, the Court will take into account the manner in which you have conducted yourself in the case and your financial circumstances and ability to pay.

## **8. THE STATUTORY CHARGE FOR CIVIL (NON-CRIMINAL) WORK – LEGAL AID CLIENTS**

- (a) The statutory charge is a very important aspect of Legal Aid. If a Legal Aid Certificate is wholly or partly financing your case, the Legal Aid Agency or ourselves are entitled to deduct any part of the costs of your matter, which has not been recovered from your opponent, from any property of money recovered or preserved. Any contribution you have been required to pay will be taken into account. The amount recovered from your opponent rarely covers the entire cost. The Legal Aid Agency also has the right to register a charge on property recovered or preserved so that reimbursement can take place in the future when it is sold. In that event, the sum to which the charge relates carries interest payable to the Legal Aid Agency at a rate that will be advised at the time.
- (b) At the conclusion of your matter, all or part of any money recovered may be held by us or the Legal Aid Agency until the position in respect of the Statutory Charge has been assessed either by the Legal Aid Agency or the Court, and we have been paid the legal costs due to us.
- (c) If any cover for your fees provided by the Legal Aid Agency terminates for any reason, or if having obtained Legal Aid cover for your fees, you fail to pay our charges and expenses incurred for work carried out prior to obtaining that Legal Aid cover, we may decline to act further for you and/or continue to implement your instructions unless alternative arrangements are made with you for the future funding of your matter or until what is due to us is paid.

## **9. INTEREST ON CLIENT MONIES**

- (a) Interest will be paid to clients in accordance with the current Solicitors' Accounts Rules 2011 – see particularly Rules 22-25 (except where clients have specifically agreed to waive their entitlement to interest under those Rules).
- (b) Interest is normally paid at the end of a case.
- (c) Interest is paid on relevant client monies held if a certain amount or more is held for a specified time or longer, as follows:
- On £1,000 or more if held for 8 weeks or more On  
£2,000 or more if held for 4 weeks or more On  
£10,000 or more if held for 2 weeks or more On  
£20,000 or more if held for a week or more
- (d) Interest is paid at the credit interest rate received by us from our bank. These rates are subject to change from time to time and details are available upon request.
- (e) There are some detailed exceptions to when interest has to be paid on client monies, which are set out in Rule 22 of the Solicitors' Accounts Rules. These exceptions include any money held for the Legal Aid Agency.
- (f) No interest will usually be paid to a client if the amount calculated on the balance of the relevant client monies held is £20 or less.
- (g) A client can, by written agreement with us, come to a different arrangement in relation to interest on client monies, so long as that arrangement is fair and reasonable in all the circumstances.

## **10. TERMINATION**

We will on giving you reasonable notice be free to refuse to act or to continue acting, in particular if:–

- (a) we are or may be in breach of the law or the principles of professional conduct by accepting or continuing to accept instructions;
- (b) we consider there is or may be a conflict or risk of conflict between your interests and those of any other client of ours or the LLP;
- (c) your Legal Aid Certificate is discharged, withdrawn or revoked;
- (d) any request for money on account of costs or disbursements incurred or to be incurred has not been complied with within one week of it being made; or
- (e) there are other reasonable grounds.

You may terminate our retainer in writing at any time. In some circumstances, you or we may consider we ought to stop acting for you, if, for example, you cannot give clear or proper instructions

on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

## **11. CONSEQUENCES OF TERMINATION**

If we cease acting for you, we shall, where relevant, apply to remove ourselves from the court or tribunal record.

If our instructions are terminated for any reason then we may in addition to any other remedy available to us:–

- (a) retain any deeds, securities or other documents under our control; and
  - (b) retain any monies for the time being standing to any account you may have with us;
- until payment has been made of all outstanding costs and disbursements (including, in both cases, any not yet billed) together with VAT and costs and disbursements incurred in connection with the termination.

## **12. CONTINUING OBLIGATIONS**

- (a) Unless specifically otherwise agreed, we shall not be under any continuing obligation to advise you of changes in the law which may affect advice previously given.
- (b) All communications generated between us during the currency of our retainer shall remain confidential and shall not be disclosed to any third party without consent or where we are under a professional duty to do so.
- (c) Where we are acting for both the lender and purchaser in a matter, we have a duty to reveal fully to the lender all relevant facts about the purchase and any security.
- (d) As part of our commitment to provide a good quality service to you we may, from time to time, invite suitably qualified external assessors periodically to review our files on a sample basis for compliance. These external firms or organisations are required to maintain confidentiality in relation to your files.

## **13. MORTGAGES**

In conveyancing matters, we may also be acting for your proposed lender in a transaction. We have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:

- any differences between your mortgage application and information we receive during the transaction; and
- any cash back payments or discount schemes that a seller is giving you.

You agree to us disclosing such information on your behalf in order to fulfil our duties to your lender.

## **14. CONCERNS AND COMPLAINTS**

We aim to provide a high quality legal service to our clients. If something goes wrong, we need to know about it so that we can try to put things right and improve our standards.

### **Concerns**

If possible we believe that it is best to deal with concerns straightaway rather than later. If you have a concern about the way your case is being handled then, in the first instance, you should raise this with your lawyer's Supervisor. The name of the Supervisor can be found in the Client Care letter. He or she will try to resolve any concern you have as quickly as possible and in any event within 10 working days.

### **Formal Complaints**

If the Supervisor is unable to resolve the problem then you can make a Formal Complaint to the Complaints Handler Jacky Starling at our principal place of business. It does assist us if you put the complaint in writing but you can communicate with us in any way you wish.

We aim to deal with complaints promptly, fairly, openly and effectively. If you make a complaint to us, this will not adversely affect your future dealings with us.

We will acknowledge any formal complaint within 5 working days and after a full investigation of the facts will normally aim to provide a substantive response within 15 working days, although some responses may take up to 8 weeks. If we need more time we will explain why.

A copy of our Complaints Policy and Procedure is available on request.



We do not use Alternative Dispute Resolution in relation to complaints.

### **The Legal Ombudsman**

If we are unable to satisfactorily resolve the problem then you have the right to take the matter to the Legal Ombudsman. Before you approach the Ombudsman, you must usually have already made a Formal Complaint to us. The Legal Ombudsman will not normally consider a complaint unless:

- (a) It is made within 6 months of you receiving a final response from us; and
- (b) It is made in relation to an act or omission that took place after 5 October 2010 (or you should reasonably have known about the cause of complaint after that date); and
- (c) It is made no later than 6 years from the date of the act or omission or 3 years from when you should reasonably have known there was cause for complaint.

You should note that referral to the Legal Ombudsman is generally not available to the following clients:-

- most businesses (unless they are defined as micro enterprises)
- charities or clubs with an annual income of more £1m, or
- trustees of trusts with asset value of more than £1m

Further guidance is available at: [www.legalombudsman.org.uk/](http://www.legalombudsman.org.uk/)

The Legal Ombudsman can be contacted by:

Telephone: 0300 555 0333

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Post: PO Box 6806, Wolverhampton, WV1 9WJ

### **15. STORAGE OF PAPERS AND DOCUMENTS**

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. Except for any of your papers that you ask to be returned to you, we will keep your file on the understanding that we have your authority to destroy it a certain time after the conclusion of the matter. This date will be no less than 6 years after the conclusion of the matter, but we retain papers longer in matters involving conveyancing, Wills, children, patients without capacity and murder. Further details can be provided upon request to the Data Protection Officer, Jacky Starling. We may destroy preparation papers on the closure of the file unless you ask us to send them to you. Completed files are sent to external storage and there may be a delay of several days following a request for retrieval. In certain circumstances, we retain the right to make a reasonable charge for the administrative costs of providing a copy of your file or documents. Details can be provided upon request.

### **16. ELECTRONIC STORAGE OF INFORMATION**

To enable us to provide an efficient service correspondence and documents received by us is routinely scanned into our data storage and retrieval systems in lieu of a paper file. The originals may be destroyed unless you have provided us with specific instructions in writing not to do so. In addition, personal information you provide to us will be stored on our systems. We will retain electronic information for a minimum of 6 years, but we retain electronic information longer in matters involving conveyancing, Wills, children, patients without capacity and murder. Further details can be provided upon request to the Data Protection Officer, Jacky Starling. In certain circumstances, we retain the right to make a reasonable charge for the administrative costs of providing a copy of your file or documents. Details can be provided upon request.

### **17. DATA PROTECTION**

We are compliant with the General Data Protection Regulations that came into force on 25 May 2018.

For details of our current Privacy Policy (which forms part of these terms and conditions), please see our website.

### **18. MONEY LAUNDERING REGULATIONS 2017**

- (a) In order to enable us to satisfy our obligations under these Regulations and related legislation, it will almost always be necessary for you to supply appropriate proof of identity before we are able to act or continue to act for you or for any partner whom you may represent. We will also not be able to receive any funds from, or pay any funds to, you or on your behalf unless all necessary identification and other procedures have been satisfied for the purposes of the Regulations.

- (b) In the light of the Regulations and for insurance reasons we do not normally accept cash payments from or on behalf of clients and then only in special circumstances and for limited amounts.
- (c) We may use electronic identification service providers to confirm your identity, and that of any beneficial owners.
- (d) For individuals and unincorporated partnerships, proof of identity will usually be a current valid passport, driving licence, recognised identity card or equivalent showing your name, date of birth and photograph, together with two documents such as a current utility bill or equivalent confirming your address.
- (e) For companies and limited liability partnerships, we will usually require a copy certificate of incorporation and copy audited statutory accounts together with personal identification as above in respect of some or all of the body's officers. In the case of a company incorporated overseas, there should also be a certificate from lawyers qualified in the relevant jurisdiction to the effect that the company is properly incorporated, together with evidence of the company's directors and of the authority and identity of the persons instructing us.
- (f) For other clients, e.g. trusts, estates, charities and unincorporated associations, we will advise you of the documents needed for proof of identity.
- (g) We will need to check whether you may be a "politically exposed person" as defined in the Regulations, or a family member or close associate of such a person.
- (h) For all clients other than individuals, we will also need to establish the identity of the beneficial owner(s) of the client. This is likely to mean that we have to ask for additional documentation such as the documents which evidence ownership and control of the client. We will discuss this with you.
- (i) We understand that the operation of these Regulations may be a cause for concern, but we ask for your understanding and cooperation in assisting us to comply with our legal obligations.

#### **19. PROCEEDS OF CRIME ACT 2002 & TERRORISM ACT 2000**

- (a) We are prohibited by this legislation from acting for or advising a client in relation to terrorist financing, or the acquisition, retention, use or control of the proceeds of any crime or any attempt to conceal, disguise, convert or transfer any criminal property or to remove it from the jurisdiction, or from being involved in arrangements relating to such activities. The proceeds of crime and criminal property are widely defined for these purposes to include any activity (including tax evasion) carried on anywhere which would be illegal if carried on in the UK.
- (b) We have a legal obligation to report to the National Crime Agency any person, including a client, suspected of involvement in activity covered by this legislation. As a result we reserve the right to make all disclosures to relevant authorities as required by law, without notice to you, and if appropriate to cease acting for you without giving any specific reason.
- (c) These obligations override our normal duty of confidentiality to you. We will not accept any liability for any loss or damage that you or any third party may suffer or incur on any account for any action taken, or not taken, by us in good faith with a view to complying with this or any related legislation.
- (d) We may also require confirmation from you of the source of any funds, in particular any remitted from overseas, and whether all necessary tax has been paid and all necessary returns made in relation to any overseas funds. We reserve the right to require further information and supporting documentation as appropriate.
- (e) In order to minimise the risk of disruption to the completion of any transaction which we are to complete on your behalf, which involves the provision to us of funds by you, we ask that you let us have cleared funds no later than seven working days before the date set for completion. If this is not possible in any case please discuss the position with us as soon as possible.

#### **20. LIMITATION OF LIABILITY**

- (a) We believe that the limitations on our liability as set out in this agreement are reasonable having regard to the availability and cost of professional indemnity insurance and possible changes in its availability and costs.
- (b) We will not be liable to the extent caused by the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than us, except where, on the basis of the enquiries normally undertaken by solicitors within the scope of this agreement, it would have been reasonable for the solicitor to discover such defects.
- (c) Subject to clause 20(b) the total aggregate liability of T V Edwards LLP, its member partners, partners, employees and consultants to you (and where we are instructed jointly by more than one party, all of you collectively and in total and also including anyone claiming through you) for any claims, demands and costs (including claimant's costs) in respect of any act, omission or negligence arising from or in connection with this agreement (including any addition or variation to the same) shall not exceed £3 million or such larger sum as may from time to time be the minimum level of cover prescribed for us by the Solicitors' Regulation Authority for all instructions received up to and including 30 September 2016 and shall not exceed £5 million or such larger sum as may from time

- to time be the minimum level of cover prescribed for us by the Solicitors' Regulation Authority for all instructions received from 1 October 2016 onwards.
- (d) Proceedings in respect of any claims against us must be commenced within 3 years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had a right to bring such an action and in any event no later than 6 years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.
  - (e) If we are liable to you either jointly or jointly and severally with any other party:
    - (i) We shall only be liable to pay you the proportion which, due to our fault, is found to be fair and reasonable. We shall not be liable to pay you the portion which is due to the fault of another party (irrespective of any limitation provision which may apply to the liability of such other party); and
    - (ii) any sum due from us to you shall be reduced by the proportion for which another party would have been found liable if either:
      - (1) you had also brought proceedings or made a claim against them; or
      - (2) we had brought proceedings or made a claim against them under the Civil Liability (Contribution) Act 1978 or any similar enactment under any other relevant jurisdiction.
  - (f) We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of any anti-money laundering or other legislation which may apply from time to time.
  - (g) This paragraph shall apply to any claim against us by you and, if any duties are held to be owed to them, any individuals or bodies who are related or associated to you, and any officers, employees or consultants of any of these entities.
  - (h) All claims arising from the same act or omission, or from a series of related acts or omissions, shall be regarded as one claim, whoever they are made by.
  - (i) You agree that you will not bring any claims or proceedings against our individual member partners, partners, employees or consultants. This clause shall not operate so as to exclude any liability which a member partner, partner, employee or consultant is not permitted by law or rules of professional conduct to limit or exclude. This clause is intended to benefit such member partners, partners, employees or consultants who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999 ("the Act"). Notwithstanding any benefits or rights conferred by this agreement on any third party by virtue of the Act, the parties to this agreement may agree to vary or rescind this agreement without any third party's consent. Other than as expressly provided in this agreement, the provisions of the Act are excluded.
  - (j) No liability will in any event apply in respect of any incidental, indirect, special or consequential damages, including but not limited to loss of revenue.
  - (k) We will not be liable to you for any failure to perform or delay in performing any of our obligations to the extent that the failure or delay is caused by circumstances beyond our control including but not limited to telecommunications failure, power supply failure, terrorism and computer breakdown.
  - (l) Note however that these exclusions shall not apply to any claim in respect of the death of or injury to any person. Subject to that, please note that by entering into an agreement upon these terms and conditions, you are agreeing to limit your potential ability to claim in accordance with the above.

## **21. THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013**

Under the above Regulations, for most non-business instructions, you will have the right to cancel our contract without charge within 14 days if the contract is an off-premises or distance contract. However, if we start work within the cancellation period at your express request and such request has been confirmed by you in a durable medium (including a letter or email), you are responsible for paying our reasonable costs for that work. If you request that we start work within the cancellation period and we do so and conclude the work within the cancellation period, you lose your right to cancel the contract. Notice of cancellation should be sent by email or fax to the person named in our engagement letter as being the person responsible for the matter. Unless we advise you specifically otherwise, our retainer is likely to last more than 30 days. These Regulations do not apply if we are assisting you under Legal Aid.

## **22. BANKING**

We hold all client monies in banking institutions regulated by the Financial Conduct Authority. In the event of any such banking institution being unable to repay depositors in full, we shall not be liable to you for any losses suffered as a result of the institution's failure.



In the event that we make a CHAPS transfer (guaranteed same-day payment) at your request, we will make a charge of £30 plus vat.

We will not change our bank account details during the course of your transaction with us. We will not provide you with our bank account details by email and ask that you do not provide your bank account details to us by email. If you transfer money into a bank account purporting to be our bank account that is not our bank account, then we accept no liability for the monies transferred.

### **23. COPYRIGHT**

- (a) Unless we agree otherwise, all copyright subsisting in the documents and other materials that we create whilst carrying out work for you will remain the property of T V Edwards LLP. You will have the right to use such documents and materials for the purposes for which they are created.
- (b) You agree not to make our work, documents or materials available to third parties without our prior written permission and we accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

### **24. PROFESSIONAL INDEMNITY INSURANCE**

We carry professional indemnity insurance for our work. Details can be provided upon request to our Senior Partner Jacky Starling at our principal place of business.

### **25. GENERAL**

- (a) These Terms of Business shall not affect any provision of the general law or professional standards applicable to the relationship between us and you as solicitor and client.
- (b) We will not be liable to you or any third party if we are unable to perform our services as a result of any cause beyond our reasonable control. If any such event should arise, we will notify you as soon as reasonably practicable.
- (c) We are regulated by the Solicitors' Regulation Authority (SRA). Their rules and details of how to obtain the SRA Handbook are available at <http://www.sra.org.uk/rules>. We are not separately regulated or authorised 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. 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 <http://www.fca.org.uk>.

Sometimes our work involves investments. As stated, we are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors' Regulation Authority.

Any notice to be given to us may be sent to us at our principal place of business and, any notice to be given by us, may be given to you at your last address known to us.