
**BRADSHAW'S PROPERTY
LAWYERS
TERMS OF BUSINESS**

A. GENERAL (INTRODUCTION)

The office of Bradshaws Property Lawyers ("the firm") is located at 1 Coronation Road Menai Bridge Anglesey LL59 5BD Telephone Number 01248 800900 Facsimile 01248 717111

General email address propertylawyers@btconnect.com

Once you have instructed the firm to act on your behalf you will be informed of the Partner primarily responsible for the conduct of your work although we work as a team and any person in the office will also try and help you with any matters arising during your work .

You will be notified at the outset of any matter the cost of carrying out the work for that matter or the basis on which the charges will be calculated. It is the firm's usual practice to charge for work carried out on any matter which becomes abortive on a pro rata basis. The costs and disbursements due for any matter must be paid prior to completion of the matter.

Disbursements expended by the firm on behalf of clients, for example, search fees, Land Registry fees and stamp duties must be paid by the client prior to the time when that expenditure is required to be made. We will usually request a sum to be paid generally on account of disbursements at the commencement of the matter.

In the event that costs or disbursements are incurred on behalf of a client prior to monies being received such monies are immediately due from the client and must be paid within seven days of being requested.

In the event of an interim account or a request for payment on account not being paid, the firm reserves the right to decline to act further in the matter. The full amount of any work carried out to that date will be the subject of a final account rendered and will be a due debt.

The professional charges of the firm take into account, as an offset, the receipt and retention of interest in client's monies held by us in the routine course of business. Unless it is agreed to the contrary in writing, the firm shall not be required to open any special deposit account to account to you for any interest which accrues, or ought to accrue, on any money received by the firm.

The firm reserves the right to charge a fee for the retrieval of a file from secure storage, at the request of a client, after a period of more than six months since the completion of the matter (currently £15.00 plus vat)

Should you have any queries regarding our Terms of Business please do not hesitate to contact the person having conduct of your matter who will be pleased to explain, clarify or amplify any points

Your signature to the instruction forms confirm that you have received and read these Terms of Business and your instructions in this matter will amount to an acceptance of these terms.

B.TERMS OF BUSINESS CONTINUED

TABLE OF CONTENTS

2.	DEFINED TERMS	4
3.	OUR AUTHORITY AND SERVICES	4
4.	YOUR RESPONSIBILITIES	2
5.	CLIENT CARE CODE	2
6.	COMPLAINTS PROCEDURE	3
7.	HOURS OF BUSINESS	3
8.	FEES AND EXPENSES	3
9.	OUR INVOICES	3
10.	CONFLICT OF INTEREST	4
11.	INFORMATION AND CONFIDENTIALITY	5
12.	CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS	5
13.	INTELLECTUAL PROPERTY RIGHTS	6
14.	JOINT INSTRUCTIONS	6
15.	LIABILITY	6
16.	PROPORTIONATE LIABILITY	7
17.	EXCLUSION	7
18.	LOSS OF PROFIT	7
19.	EXCEPTIONS	7
20.	TERMINATION	8

21.	GENERAL	8
22.	DISPUTE RESOLUTION	9
23.	LAW AND JURISDICTION	10
24.	QUALITY STANDARDS	10
25.	DISCLAIMERS	10
26.	DATA PROTECTION	11
27.	PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES	14
28.	DISTANCE SELLING REGULATIONS	15
29.	INSURANCE	15

OUR CONTRACT

1.1 Extent

These Terms of Business issued by Bradshaws Property Lawyers ("the Firm"), as supplemented and/or amended by any relevant Engagement Letter; apply to each Matter we work on for you.

1.2 Variation

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

2. DEFINED TERMS

In these Terms of Business:-

"the Firm" the Firm means Bradshaws Property Lawyers and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of the Partners;

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

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

"Documents" means Documents Held For You, Our Documents and Your Documents;

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

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

"Force Majeure" means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure,

power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;

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

"Our Documents" means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, 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 the Principal of the Firm – Thomas Bradshaw.

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

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

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

"Your Documents" means documents which you give or lend to us to enable us to provide Services.

3. OUR AUTHORITY AND SERVICES

3.1 Our Authority

3.1.1 You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. In particular, we may engage barristers and other third parties and otherwise incur on your behalf reasonable

expenses of a type which it is necessary or desirable to incur in relation to the Services in question.

- 3.1.2 If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

3.2 Our Services

- 3.2.1 The Partner at the Firm named in any Engagement Letter as the “Supervising Partner” will be the Partner primarily responsible for the provision of our Services. That Partner has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.
- 3.2.2 We only advise on the Laws of England and Wales. If you require advice on the laws of other jurisdictions, we will, with your agreement, instruct lawyers practising those laws to give such advice, on the same basis as we engage other third parties on your behalf.

4. YOUR RESPONSIBILITIES

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

- 4.1 provide us with timely instructions, information and materials necessary or desirable for us to perform the Services for you;
- 4.2 notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and
- 4.3 ensure that all information provided to us is complete in all material respects and not misleading.

5. CLIENT CARE CODE

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

5.1 Code

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

- 5.1.1 We are committed wholeheartedly to the professional standards laid down by the Council for Licensed Conveyancers.
- 5.1.2 You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf.

5.1.3 The Engagement letter (attached to this Terms of Business) notifies you of the following details:-

- 5.1.3.1 the name of the person or persons who is/are dealing on a day to day basis with your matter; and
- 5.1.3.2 the name of the Supervising Partner;
- 5.1.4 You will be told the name of the new fee earner if the matter is transferred from one fee earner to another.
- 5.1.5 We cannot guarantee that the fee earner or Supervising Partner will be available on demand, but we will do our best to get back to you promptly and efficiently.
- 5.1.6 You will be informed of the progress of your matter and the reason for any serious delay.
- 5.1.7 If you do not understand anything, please always ask. We will explain any important document; if you still are unclear as to the position, please say so. We want you to be fully informed and happy; you pay to leave the problem with us to solve.
- 5.1.8 Never be afraid to ask for an appointment to discuss your case. Since time is money, do not be afraid to bring a written list of questions and note the answers. This can also be helpful when telephoning so you do not forget any point.
- 5.1.9 There may be certain preparatory tasks that you ought to consider carrying out yourself to save costs. An example is putting the papers in order and flagging material items. This is helpful to us, and lowers your bill by saving the time we would otherwise spend.
- 5.1.10 At the end you will be sent a bill and a letter confirming the matter has been completed and, where necessary, summarising any continuing consequences.
- 5.1.11 If in doubt, ask. If you are still unclear or disagree, you can ask for us to confirm it by letter and you can then write with your comments.
- 5.1.12 The Firm's policy is to only accept up to £250 in cash payments from clients. Please discuss directly with Thomas Bradshaw if you are not able to pay the balance of the fees / disbursements via your bank account / cheque. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

6. **COMPLAINTS PROCEDURE**

We hope that you will not have any reason to make a complaint about our Services. To underline how seriously we take complaints, we have a set Complaints Procedure. Please refer to Paragraph 22 entitled "Dispute Resolution".

7. **HOURS OF BUSINESS**

The normal hours of opening at our offices are between 9.30 a.m. and 5:00 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

8. **FEES AND EXPENSES**

8.1 **General**

- 8.1.1 Unless otherwise 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 fixed hourly rates applicable to the relevant staff.
- 8.1.2 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.
- 8.1.3 The fixed hourly rates of each of our Partners, Lawyers, Trainee Lawyers, Case Handlers, paralegals and other staff are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect.
- 8.1.4 You will be responsible for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). We have no obligation to pay for such expenses unless you have provided us with the funds for that purpose.
- 8.1.5 VAT will be charged at the appropriate rate on all fees and expenses.

8.2 **Limited Companies**

When accepting to act on behalf of a limited company, we may require a Director and/or Controlling Shareholder to sign a form of personal guarantee in respect of our fees and expenses. If such request is refused, we will be entitled to stop acting and require immediate payment of our fees on a time spent basis and expenses as set out above.

8.3 **Payments on Account**

8.3.1 We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

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

8.4 **Quotations and Estimates**

8.4.1 The provision of figures (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.

8.4.2 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.

8.4.3 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

8.4.4 Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:-

8.4.4.1 circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or

8.4.4.2 your, or your agents', act or omission.

8.5 **Commissions**

If we receive a commission from a third party arising from work we are doing for you, we will credit you with the commission unless you have agreed otherwise or the amount is less than twenty pounds (£20) (excluding VAT).

9. **OUR INVOICES**

9.1 **Frequency of Invoices**

9.1.1 Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees and expenses monthly and on completion of each Matter. At the end of our financial year we shall be entitled

to bring up to date our invoicing in respect of all your then unbilled work.

- 9.1.2 Unless otherwise stated, monthly or other interim invoices are a final account of our fees for all work done during the period to which they relate. You agree that we may bring proceedings on interim invoices which are not final bills where we have provided Services and the amount of the invoice does not exceed the cost of the Services provided at the applicable fixed hourly rates.
- 9.1.3 There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.
- 9.1.4 You may pay by cheque or directly into our account, details of which will be supplied as necessary.

9.2 Payment Terms

Interest will accrue on all debts over 7 days until the time they are paid at the rate of 4% above the HSBC Bank Plc bank rate. Any debts that have to be chased will incur a handling charge of £50 plus VAT.

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

9.3 Third Party Payments

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

9.4 Right to Retain Money, Documents and Property

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), 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.

10. CONFLICT OF INTEREST

10.1 Definition

“Conflict of Interest” means any situation where:-

- 10.1.1 we owe (or, if we accepted your instructions, would 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
- 10.1.2 our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or
- 10.1.3 we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where:-
- 10.1.3.1 that information might reasonably be expected to be material; and
- 10.1.3.2 you have an interest adverse to our other client or former client, and for the purposes of this paragraph “you” does not include Associated Entities.

10.2 Similar Activities

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

10.3 Third Parties

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

10.4 Instructions Creating a Conflict of Interest

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

10.5 Consent

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties. We do not require your consent to act against an Associated Entity.

10.6 Cessation of Services

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

11. INFORMATION AND CONFIDENTIALITY

11.1 Information About You

11.1.1 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 on a confidential basis to our Partners, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts.

11.1.2 We may also use it to ensure the safety and security of our premises (where we may also use CCTV); 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.

11.1.3 We may also use it 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. By signing and returning a copy of any Engagement Letter you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted, please let us know.

11.1.4 Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

11.2 Our Duty of Confidentiality

11.2.1 We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:-

11.2.1.1 for the purpose of acting for you; or

11.2.1.2 for disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance; or

11.2.1.3 as otherwise required by law or other regulatory authority to which we are subject.

11.2.2 We may refer publicly to your name as a client of ours, provided we do not disclose any information which is confidential to you.

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

11.3 Your Duty of Confidentiality

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

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

12. CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS

12.1 We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for You before releasing them.

12.2 We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all Documents whether in original, copy or imaged Form for a minimum of six (6) years, after which we may destroy them and any copies or images of them.

12.3 We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do,

we will not, without your consent, destroy any such documents.

- 12.4 We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.
- 12.5 After completing the work, we will be entitled to keep all your papers and document whilst there is still money owed to us for fees and expenses. We will keep our file of your papers for up to six (6) years, except those that you ask to be returned to you. We keep files on the understanding that we can destroy them six (6) years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to ask for you, we will not normally charge for such retrieval. However we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

13. **INTELLECTUAL PROPERTY RIGHTS**

13.1 **Copyright**

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

13.2 **Opinions from Barristers and other Third Parties**

- 13.2.1 We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.
- 13.2.2 If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

14. **JOINT INSTRUCTIONS**

- 14.1.1 Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).
- 14.1.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.
- 14.1.3 If any joint client asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

15. **LIABILITY**

15.1 **Duty of Care**

- 15.1.1 We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.
- 15.1.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.
- 15.1.3 The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Partners) and of all Partners, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Partners in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum, unless

otherwise agreed, of two million pounds (£2 000 000.00)

15.2 Third Parties

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

15.2.2 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 company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

15.3 Drafts

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

15.4 Current Law

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

15.5 Communication

15.5.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

15.5.2 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for

the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

15.6 Deadlines

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

16. PROPORTIONATE LIABILITY

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

17. EXCLUSION

We shall not be liable for:-

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

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

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

18. LOSS OF PROFIT

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

19. EXCEPTIONS

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

20. TERMINATION

20.1 Completion of Services

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

20.2 Early Termination

Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:-

- 20.2.1 the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or
- 20.2.2 the discovery or creation of a Conflict of Interest; or
- 20.2.3 your requesting us to break the law or any professional requirement; or
- 20.2.4 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
- 20.2.5 your failure to pay to us any amount due, or money on account requested; or
- 20.2.6 your insolvency; or
- 20.2.7 your failure to give us adequate instructions; or
- 20.2.8 our being forbidden to act by the Serious Organised Crime Agency; or
- 20.2.9 our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or
- 20.2.10 any other breach by you of these terms.

20.3 Rights on Early Termination

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

21. GENERAL

21.1 Money Laundering Regulations / The Proceeds of Crime Act 2002

21.1.1 We are required to comply with the Money Laundering regulations and in particular to verify the identity and permanent address of all new Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

21.1.2 If you are a new client or an existing client who has not previously supplied information, you are requested to supply both of the following; one item from List A and one item from List B (please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices – we will make certified copies here)

LIST A – Proof of Identity

1. Current fully signed Passport
2. Current full UK Driving Licence (paper) or UK Photocard Driving Licence.

LIST B – Address Verification

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

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

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply

with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

21.2 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.

21.3 Equal Treatment / Equality and Diversity

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status.

21.4 Financial Services

If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorized by the Financial Conduct Authority, as we are not.

If you have any problem with the services we have provided for you, then please let us know. We will try to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Council for Licensed Conveyancers and complaints and redress mechanisms are provided through the Council for Licensed Conveyancers and the Legal Ombudsman.

The Council for Licensed Conveyancers is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Council for Licensed Conveyancers representative functions. The Council for Licensed Conveyancers is the independent regulatory body and the Legal Ombudsman is the independent complaints handling body of the Council for Licensed Conveyancers.

21.5 Insurance Mediation

As we have said, we are not authorized 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 Distribution Activities, which is broadly advising on, selling and administration of insurance contracts. This part of our business is regulated by the Council for Licensed Conveyancers, and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman (www.legalombudsman.org.uk). The register can

be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>

The Council for Licensed Conveyancers is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Council for Licensed Conveyancers representative functions. The Council for Licensed Conveyancers is the independent regulatory body and the Legal Ombudsman is the independent complaints handling body of the Council for Licensed Conveyancers.

22. DISPUTE RESOLUTION

22.1 Scope

All claims, complaints and disputes arising out of or in connection with the Services ("Disputes") will be resolved pursuant to this paragraph.

22.2 Complaints Procedure

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

22.2.1.1 If you have any complaint or observation (good or bad) about our service, please say so.

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

22.2.1.3 If this does not resolve it satisfactorily, tell the Principal Partner of the firm, Thomas Bradshaw

22.2.1.4 If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Unless it agrees there are good reasons not to do so, the Legal Ombudsman will expect you to allow us to consider and respond to your complaint in accordance with the procedure set out above in the first instance. You can refer your complaint up to 6 months after you have received our final written response to your complaint. A complaint can be referred to the Legal Ombudsman up to 6 years from the date of the act or omission or up to 3 years after discovering a problem. The ombudsman deals with service-related complaints; any conduct-related complaints will be referred to the Council for Licensed Conveyancers

22.2.2 Contact details:

22.2.2.1 The address of the Legal Ombudsman is: P O Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk

22.2.3 Kindly note that you have the right to object to your bill by making a complaint to the appropriate body referred to above and, if all or part of our bill remains unpaid, we may be entitled to charge interest.

22.3 Exclusions

We shall not be obliged to comply with paragraph 22 above in relation to any Dispute in which we seek:-

22.3.1 an order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or

22.3.2 a judgment or award for a liquidated sum to which here is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or

22.3.3 the enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to paragraph 22 above,

nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

22.4 Regulator

Nothing in this Terms of Business shall prevent you at any time from referring any Matter to the body or bodies for the time being charged with the regulation of licensed conveyancers.

23. LAW AND JURISDICTION

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

24. QUALITY STANDARDS

Due to our own internal quality standards, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking, in which case we would need your

consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this I propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact me if I can explain this further or if you would like me to mark your file as not to be inspected. If you would prefer to withhold consent please put a line through this section in the copy letter for return to me.

25. DISCLAIMERS

25.1 Tax

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

25.2 Planning in property transactions

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

25.3 Other property disclaimers / Environmental / Green Deal Scheme

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

We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search.

If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction, any cash back payments or discount schemes that a seller is giving to you

The **Green Deal Scheme** is a government driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.

The Seller(s) of the property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. The Estate Agent/Seller must disclose the existence of the Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

The purchaser on a normal sale should be given an Energy Performance Certificate (EPC) showing the green deal improvement or an EPC and a disclosure document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.

Disclosure of the Green Deal loan must be made at least 7 days prior to exchange of contracts and the Transfer deed to the Buyer must contain the Buyer's acknowledgement that they have received notice that the property is a green deal property.

The mortgage lender must be notified of the existence of the Green Deal loan because the borrower/new property owner is taking on another loan which runs with the property.

If the Green Deal Scheme applies to the property you are purchasing you give us authority to make any such disclosure to your mortgage lender.

We do not offer any guarantees/warranties in relation to the extent and nature of any works undertaken under the Green Deal Scheme, It is your responsibility to ensure you have satisfied yourselves as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.

26. **DATA PROTECTION**

You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is

available in our Privacy Policy, a copy of which accompanies these Terms of Business, is available on request [or can be viewed on our website at any time].

What personal information we process

The categories of personal data we process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to us (which includes ethnicity, nationality and medical history).

How we use your personal information

When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with you, or where you or we have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

- Service provision and internal processing (i.e. to assess and/or provide and to service your matter).
- Management of relationship (e.g. to develop your relationship with us).
- Resolving queries.
- Training and service review (e.g. to help us enhance our services and the quality of those services).
- Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).
- Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

When your matter is completed and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

Examples of such instances will include:

- Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to our regulatory body – the Solicitors Regulation Authority;
- Archiving and Storage of your file for the periods outlined in our Retention Policies – see section [29] of these Terms of Business. (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and
- Our legitimate interests to conduct conflict of interest checks, statistical analysis and

research to help us enhance our products and services.

How We Share Your Information

- We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to your personal data on request.
- For further information on how we use your data please see our Privacy Policy which is available on request or can be viewed and downloaded at

You have a right to complain to the Information Commissioner's Office (<https://www.ico.org.uk>), which regulates the processing of personal data. You may also seek a judicial remedy.

26.1 Information About You

- 26.1.1 We may use the information which you provide, or which we obtain through our dealings with you, or others for the provision of Services to fulfil our **contractual obligations** to you or the **legitimate interests** of you, ourselves and others. We may give it on a confidential basis to our Partners, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts. Further information is provided within our Privacy Policy / Statement a copy of which can be made available on request.
- 26.1.2 We may also use it to ensure **legitimate interests** in the safety and security of our premises (where we may also use CCTV); 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.
- 26.1.3 We may also use it 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. Contacting you by electronic means requires your **specific and verifiable consent**. **By signing and returning a copy of any Engagement Letter you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted, or having provided consent previously you wish to withdraw or amend it, please**

inform us in writing. Please follow the instructions in the relevant section of the Authority to Proceed attached.

- 26.1.4 Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure this is done promptly. We believe we have a **legitimate interest** in doing this. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.
- 26.1.5 We may store information about You, Your Matter or any other Documents and correspondence relating to Your file(s) using cloud based technology. Again we believe we have a **legitimate interest** in acting in this way and take every possible precaution to protect your personal information. If you do not wish for your file(s) or other information to be stored in this way, please inform Us in writing before we commence work on Your Matter.
- ### 26.2 Our Duty of Confidentiality
- 26.2.1 Please also refer to our **Privacy Policy / Statement** at the end of these terms of business when reading this section. We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:-
- 26.2.1.1 for the purpose of acting for you; or
- 26.2.1.2 for **legitimate interest** disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance; or
- 26.2.1.3 as otherwise required by law or other regulatory authority to which we are subject.
- 26.2.2 If You do not wish to disclose Your Details and file to be released You must notify Us in writing and discuss this with us when signing and returning a copy of the Client Care Letter/ Terms of Business/ Instruction Form/ Form of Authority/ other such document. We may be unable to act for you in such circumstances.
- 26.2.3 We may refer publicly to your name as a client of ours, which we believe is a **legitimate interest** in collecting and promoting client feedback provided we do not disclose any information which is confidential to you.

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

26.3 Your Duty of Confidentiality

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

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

27. CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS

27.1 We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for You before releasing them, including any electronic correspondence submitted by You.

27.2 We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents, including electronic Documents or correspondence e.g. emails (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all Documents whether in original, copy or imaged Form for a minimum of **six (6) years**, after which we may destroy them and any copies or images of them. Our **Privacy Policy / Statement** at the end of these terms of business has more information on our retention periods.

27.2.1 We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents.

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

27.2.3 After completing the work, we will be entitled to keep all your papers and document whilst there is still money owed to us for fees and expenses. We will keep our file of your papers including emails and any hardcopies thereof, for up to **six (6) years**, except those that you ask to be returned to you. We keep files on the understanding that we can destroy them **six (6) years** after the date of the final bill (and **up to 15 years** in respect of a purchase of a property which we have carried out on your behalf). We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. We will ask you to confirm that any personal data we have retrieved remains current and up to date if we are to act upon such data as part of our duties under Data Protection legislation.

27.3

QUALITY STANDARDS

Due to our own internal quality standards, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/ auditing. We believe we have a **legitimate interest** in acting in this way and take every possible precaution to protect your personal information. All inspections are, of course, conducted in confidence and all external firms and

organisations working with Us are required to maintain confidentiality in relation to any files and papers that are audited/ checked by them.

Your files(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of Our business, the acquisition of another business or the acquisition of a new business. Again, we believe we have a **legitimate interest** in acting in this way and take every possible precaution to protect your personal information. If you prefer that your file is not checked / audited or reviewed as detailed above, work on your file will not be affected in any way. Please contact us if we can explain this further or if you would like us to mark your file as not to be inspected.

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

We do not undertake litigation or other work in relation to disputes however it is important that you are aware of the following.

This paragraph contains further contractual provisions and important information which we are professionally obliged to give you where the Matter relates to litigation or the resolution of disputes by other means (including a non-contentious Matter which becomes contentious, or gives rise to further instructions on a contentious Matter).

28.1 Costs Risk

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

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

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

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

28.1.1.4 You will still be liable to pay our costs (if applicable) in full, even if the other party fails to pay the costs awarded to you by the Court.

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

28.1.1.5.1 efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;

28.1.1.5.2 the effects of payments into court and offers of settlement;

28.1.1.5.3 the complexity and size of the Matter and the difficulty or novelty of the questions raised;

28.1.1.5.4 the skill, effort, specialised knowledge and responsibility involved;

28.1.1.5.5 the time spent;

28.1.1.5.6 the place and Circumstances in which the work was done.

28.1.2 if the other side is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful.

28.1.3 If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs.

28.2 Funding

28.2.1 Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

28.2.2 A conditional fee agreement is an agreement whereby we would be entitled to charge you an increased fee if you were successful, and would charge you no fee or a reduced fee if you were not successful. You might be able to take out an insurance policy to cover you in the event that you were ordered to pay the other side's costs. You would usually be able to recover this insurance premium and any sums you paid to us from the other side if you were successful. Not all Matters are suitable for this type of conditional fee arrangement but we are happy to discuss this further with you at your request.

28.3 Statements of Truth

Under the Civil Procedure Rules, all statements of case (the term for pleadings which includes documents such as claim forms, defences and witness statements) and certain other documents, must be verified by a statement of truth, to the effect that the party putting forward the document believes the facts stated in it are true. Making a false statement of truth is potentially a contempt of Court.

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

28.4 Attendance at Hearings

Please be aware that, under the Civil Procedures Rules, the Court can Order you to attend hearings.

28.5 Alternative Dispute Resolution

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

There have been occasions when the Courts have imposed costs penalties on parties who unreasonably refuse to consider ADR.

29. DISTANCE SELLING REGULATIONS

If we have not met you in person (instructions and signing of the documentation is taking place by mail), under the terms of the Consumer Contract Regulations 2014, you have the right to cancel your instructions without any cost to you within 14 working days of receipt of this letter. You can cancel your instructions by contacting us by post or by fax to this office. However, technically under the Regulations, you cannot cancel your instructions once you have agreed that we should start work on your behalf. However, by signing and returning the letter attached, you are agreeing that we can start work straight away before the end of the cancellation period and expend your funds paid on account for disbursements. The Regulations normally apply to the provisions of services within 30 days so we also need to draw your attention to the fact that it frequently takes longer to complete a conveyance, particularly where a chain is involved.

30. INSURANCE

We have a legal duty to tell you about our professional indemnity insurance. We have an

obligation to carry such insurance and our qualifying insurers are:-

ACE European Group Ltd and WR Berkley Insurance (Europe) Limited care of Prime Professions Ltd of 155 Fenchurch Street London EC3M 6AL. Our insurance policy number is VH009548S499. The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.

If you make a valid claim against us for a loss arising out of work for which we are legally responsible, and we are unable to meet our liability in full, you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers (from whom details can be obtained)

30. FINANCIAL SERVICES COMPENSATION SCHEME

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money. If a corporate body client is not considered a small company by FSCS, then they will not be eligible for compensation.

We currently hold our client account balance in HSBC Bank Plc. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names. In the event of a bank failure you agree to us disclosing details to the FSCS.

31. LEGAL AID

We do not undertake legal aid work. It is important that you are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party’s legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the

assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may qualify) / alternatively go to the LAA website www.gov.uk/legal-aid or telephone them directly on 0300 20 2020

Bradshaws Property Lawyers Client Privacy Policy Statement

In this Privacy Policy the terms, 'we' or 'us' is Bradshaws Property Lawyers.

Your privacy is important to us and we are committed to keeping your information secure and managing it in accordance with our legal responsibilities under applicable data protection laws. We are registered with the UK Information Commissioner's Office (ICO) as a data controller under registration number ZA006285

Please read this Privacy Statement carefully as it contains important information to help you understand how and why we process any personal information that you give to us.

What Information We Collect

We process personal information which you give us:

- As a client to provide you with legal services.
- Whilst servicing your account through email, in writing or over the phone.
- If you request information or assistance from us.

What personal information we process

This includes:

- Personal details such as your date of birth, address, National Insurance Number, telephone number and email address.
- Identity information such as your passport, driving licence, utility bills or national identity card.
- Credit history and records relating to you, your partner or anyone else you are financially linked with (we obtain this information from credit reference and fraud prevent agencies).
- Family, lifestyle, financial and social circumstances.
- Financial details such as your income and information about your bank accounts.
- Employment/self-employment details.

Special Categories of Personal Data

Special categories of personal data include information about an individual's health and other categories of personal information which are closely protected.

We do not generally process such information unless you have voluntarily provided this to us, or it is relevant to the legal service you have asked us to provide you with. For example, in Family & Matrimonial matters, or where you have advised us of an issue, such as your health, which could mean that you may be classed as a “vulnerable client” i.e. due to your personal circumstances or personal characteristics you are particularly vulnerable to financial detriment. We will process sensitive information where you have provided this information to us and have agreed that we can use this information to deliver products and services to you. Where possible we shall seek to minimize the collection and use of such special categories of personal data.

How we use your Information

We use your information to:

- Provide legal services to you.
- Provide and service your relationship with us.
- Comply with legal obligations for the prevention of financial crime and money laundering.

We will process your information in order to meet our contractual obligations to you, were have a legitimate interest to do so, where we are permitted by law or to comply with applicable laws and regulation.

PURPOSE	LEGAL BASIS
Providing a service and internal processing	
To assess your needs and provide you with suitable products and services	<ul style="list-style-type: none">• Contractual obligation to provide you with, or a proposal including a costs estimate• Where special categories of personal data are processed, these are necessary to assess your needs
To service and administer your matter including billing	<ul style="list-style-type: none">• Legitimate interests to provide and manage the service
To verify the identity of our clients	<ul style="list-style-type: none">• To comply with legal obligations to prevent money laundering
To confirm, update and improve our client records	<ul style="list-style-type: none">• To comply with legal obligations in the Data Protection legislation
To provide you with any information on the services that you have requested	<ul style="list-style-type: none">• To meet our contractual obligation to provide information on the services you have requested
Relationship Management	
To manage and develop our relationship with you	<ul style="list-style-type: none">• Legitimate interest to service your matter and improve our service to you
To inform you of products and services that may be of interest to you, where you have	<ul style="list-style-type: none">• With your consent

chosen to be made aware of this	
Training and development	
For training purposes and to improve our service to you	<ul style="list-style-type: none"> Legitimate interests to improve our services and develop our employees
Complying with Legal Obligations	
To prevent, investigate and prosecute crime, fraud and money laundering	<ul style="list-style-type: none"> To comply with legal obligations for prevention of financial crime and money laundering
For auditing purpose	<ul style="list-style-type: none"> To comply with our legitimate interest to conduct audits
If we are obliged to disclose information by reason of any law, regulation or court order	<ul style="list-style-type: none"> To comply with legal obligations
Other	
To transfer information to any entity which may acquire rights in us	<ul style="list-style-type: none"> Legitimate interests for commercial interests
For any other purpose to which you agree.	<ul style="list-style-type: none"> With your consent

How we retain your personal information

We will retain your personal information in accordance with applicable laws. We will take reasonable steps to destroy or anonymise personal information we no longer need for the purposes we have set out above.

Our retention periods are:

Type of personal Information	Retention Period
General personal data which includes your normal personal data, personal identity and personal financial data	<ul style="list-style-type: none"> 6 years after the end of our business relationship with you, or the end of your matter which ever comes later, <u>or</u> in the case of you purchasing a residential or commercial property this will be 15

	<ul style="list-style-type: none"> years after the end of our business relationship with you (as required by our regulator)
Client Due Diligence Material which includes copies of your Passport, Drivers Licence, Bank Statements and any associated documents and explanations you have given to us to prevent fraud, financial crime and money laundering	<ul style="list-style-type: none"> 6 years after the end of our business relationship with you, or the end of your matter which ever comes later <u>or</u> in the case of your purchasing a residential or commercial property this will be 15 years after the end of our business relationship with you (as required by our regulator)
Special categories of personal data	<ul style="list-style-type: none"> 6 years after the end of our relationship with you <u>or</u> in the case of your purchasing a residential or commercial property this will be 15 years after the end of our business relationship with you (as required by our regulator)
Call recordings	<ul style="list-style-type: none"> 1 year
CCTV – digital images if you visit our offices	<ul style="list-style-type: none"> 90 days

How we share your information

Where necessary or required we share information with:

- Regulatory authorities to comply with our legal obligations.
- Credit reference agencies to check your identity in accordance with our legal obligations.
- Property Search Companies to identify any issues that might influence your decision to buy or sell a property.
- Insurers for the purpose of providing you with appropriate financial cover for an identified insurable risk, or in connection with any claim made by you against us.
- Property Agents, Brokers, Lenders, other Solicitors involved in your transaction representing other party(ies) in your matter to enable them and us to fulfil our obligations to you.
- Other Government Departments such as HMRC, Companies House, Probate Registry, Court of Protection or HM Land Registry to fulfil your and our legal obligations.
- Experts and Barristers required to work on your matter.

- Our Auditors and external assessment bodies to achieve and maintain any Regulatory or Quality Assurance Standards and accreditations which meet our legal obligations and enable us to provide quality legal services to you.

Information Security

We invest appropriate resources to protect your personal information, from loss, misuse, unauthorised access, modification or disclosure. However, no internet-based site can be 100% secure and we cannot be held responsible for unauthorised or unintended access that is beyond our control.

Updates

We will keep this Privacy Policy under review and make updates from time to time. Any minor changes to this Privacy Statement will be posted on this page and we will communicate any major changes to you.

Cookies

Our website uses cookies (including Google Analytics cookies to obtain an overall view of visitor habits and visitor volumes to our Website).

Your Rights

You have the right to request copies of your personal information. If you think any of the personal information we hold about you is inaccurate, you may also request it is corrected or erased. You also have a right, in certain circumstances, to object to our processing of your personal information, to require us to stop processing your personal information and/or to withdraw your agreement to processing based on 'consent', but this does not apply where we have other legal justifications to continue processing your data or an overriding legitimate interest.

In relation to all of these rights, please write to us at the address below.

Complaints Process

If you have a complaint about how we have handled your personal information you may contact us using the details below and we will investigate your complaint. You also have the right to complain to the Information Commissioner's Office - (www.ico.org.uk).

Contact Us

You can contact us by writing to us at:

Bradshaws Property Lawyers
1 Coronation Road
Menai Bridge
Anglesey
LL59 5BD

Telephone queries can be made to 01248 800900