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in association with
PLAZAS ABOGADOS
Madrid Marbella Sotogrande

Terms of Business

Although all the following terms of business are important we specifically draw your attention, as required by our regulatory body, the provisions in relation to the limitation on our liability to you and Complaints:

Exclusions, Limitations on Liability and Electronic checks and References: We specifically draw your attention to (a) the exclusions and limitations set out in below in our terms of business which limit our liability to you subject to the conditions set out in that clause to £2 million and (b) the right to make electronic checks about you to verify your identity, address and which may provide credit reference information. We also exclude liability in respect of services provided by others and a number of property related and tax issues all detailed below. Please see below for full details.

Complaints: We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of our service or about our bills then you are entitled to complain. Specific details of how and to whom you may complain are set out in the last paragraph of this document

Terms of Business - Part 1

Regulatory Body Rules: Under the rules of our regulatory body, the Solicitors Regulation Authority, we are required to provide some very detailed information to clients usually at the outset of the matter. The purpose of this document is to provide as much detailed information as is possible in a generic document on our website, any other relevant information and to set out our terms of business. We will provide any specific personal information to you directly. Where appropriate we will update you in separate letters or email as our work progresses. Much of the important detail is contained in the terms of business included in this document which form an integral part of this.

Solicitor and/or other persons acting: The solicitor dealing with your matter on a day-to-day basis and the partner with ultimate responsibility for it will be notified to you. That person may be assisted by others and we will provide the name and status of persons assisting. If at any time you are not able to speak to the person acting, any of our secretaries will be pleased to take a message.

Scope of Retainer: The firm will advise on the legal aspects under English law. Any work that we agree to do for you will be confirmed in writing

Information on Costs: The basis and terms of our charges (including our hourly rates and when will be reviewed) are set out in our terms of business. We will seek where possible to give you an estimate of fees. Added to our fees will be disbursements (this is where we pay others to provide services for you or for us to enable us to carry out our work) and vat at the prevailing rate. Estimates are given on the basis of the information that you or others provide and so far as the position is known at that time and on the basis that the matter or proceedings do not become unduly complex or protracted, that there is co-operation between everyone involved and the matter is completed by a date provided to you. From time to time it will be necessary for the firm to incur expenses on your behalf. Those expenses are likely to be Court fees in the event that it involves litigation and Barristers fees if it is necessary to instruct one to advise or to represent your best interests. Other typical expenses in litigation are experts' fees and those of enquiry agents. On other matters disbursements and additional services which will be added to your bill will be searches, couriers' fees, bank charges and Land Registry fees (if applicable). If there are any large disbursements we will seek your approval before incurring them. As an absolute minimum you must put us in funds to cover Counsel's fees and expert's fees where appropriate.

Payment on Account of Fees and Disbursements: We ask clients to make a payment on account of fees and disbursements. We will let you know how much that is in any particular case. If for any reason we do not ask for a payment on account when the matter starts we reserve the right to ask for payment on account as the matter proceeds or for additional payments throughout the retainer.

Keeping you Informed: We will keep you informed, where appropriate, as our work progresses unless you ask us not to do so.

Service Level: We will aim to deal with letters and other communications as quickly as possible but it often takes time to consider and determine the appropriate response. We will deal with matters as the circumstances dictate. Subject to no unforeseen circumstances and cooperation from you and all others involved we would hope to conclude your matter by a date to be given to you and any updates as the matter progresses.

Other Side's Costs: In non-contentious work it is not usual to be responsible for any other party's costs unless you specifically agree to be so. In litigation, in the event of your claim being unsuccessful, the Court may order you to pay the other side's costs to be agreed and, if not agreed, to be assessed by the Court. It may be possible to arrange insurance to cover you against part of these liabilities. We can assist you to arrange a policy. We do not have any financial interest in the insurance arrangements. In the event that your claim succeeds and the Court makes an Order for costs in your favour, we will endeavour to agree the costs with the other side but, if this is not possible, then the Court will have to assess what is fair and reasonable for you to recover within the context of the litigation. You should understand that even if the Court makes an Order for costs in your favour (which are either subsequently agreed or assessed) the payment of them is not automatic and you will still need to recover the costs from the party ordered to pay them. You will remain primarily responsible for our fees even though you may have a right to recover part of them from the other side. If necessary you may need to raise new proceedings against the other side for recovery of your costs separately. During the case there may be a number of hearings in Court before the final hearing. The general rule is that the party who is unsuccessful at such hearings has to pay the other side's costs. Consequently, although ultimately you may win your case, you may become liable for the other side's costs at interim hearings which you will have to pay within 14 days of the order having been made that you do so. In the event that you win your case and the other side is ordered to pay your costs, if we cannot agree the amount that they should pay, then the Court will decide. There will almost always be a shortfall between the costs that you incur with this firm and that which you may recover from the other side and this will be your responsibility.

Costs Benefits Analysis: As with any matter we need to consider if the costs involved justify the proposed action to be taken. We will do this on a case by case basis on the information that you disclose to us. Should the position change we can review this again.

Funding Your Case: You need to consider at the outset how you will meet our fees and other expense of your matter. In most of the matters where we act there is no public funding. If there is public funding then we will alert you to this but we do not accept instructions on publicly funded work. Some clients may have legal expenses insurance either taken out specifically or as part of another policy such as a home contents or a motor insurance policy. Typically these policies cover civil disputes only although some cover employment law issues, personal injury claims and clinical negligence. You should review any policies that you have carefully to check if you are covered and if so you should make contact with your legal expenses insurers or your broker for their advice. They may already have an arrangement set up under they might encourage you to instruct a particular firm or they may permit you to instruct us. Some trade unions also offer free legal advice to their members. Conditional fee arrangements (and very much less common Contingency fees arrangements which are only permitted in some very strict circumstances) are not normally entered into by us although there are certain types of work such as personal injury where we will consider this. If this is of interest to you then please raise it with us at the outset of your instructions and we will consider if this might be appropriate in any particular case.

Conditional Fee Agreement: If we are acting for you under a conditional fee agreement and you lose your claim you do not need to pay us other than out of pocket expenses and disbursements. If you win we will claim our costs from the other side but you will remain responsible for our costs and we may ask you to pay the difference between the costs we recover from the other side and your liability to us. You are entitled to apply to the Court to have our costs assessed.

Our Responsibilities: We will act in your best interests subject to our duties to the Court and any other laws requiring disclosure principally in relation to anti-money laundering reporting obligations. This is dealt with more fully in our terms of business. We will seek to explain the risks and benefits of taking the proposed actions and we will give you our best advice about settling negotiations and whether or not to accept any proposal or offer of settlement. We will provide you with our best estimate of the costs involved and we will update you on this from time to time as the matter progresses if need be. We will seek to provide an excellent standard of service.

Your Responsibilities: You must give us clear instructions at the start of and throughout your matter to enable us to do our job properly and comply with appropriate time limits. You agree not to ask us to do any work in an improper or unreasonable way nor to deliberately mislead or withhold relevant information. You must cooperate with us, respond promptly to requests for information and carry out your role in the matter in a thorough, proper and accurate way. We will rely on you to provide clear, precise and complete information and any failure to do this or to do so on time could seriously affect the outcome, the cost and the timescale in which we aim to do this work. The same applies to others involved who do not cooperate.

Exclusions, Limitations on Liability and Electronic checks and References: We specifically draw your attention to (a) the exclusions and limitations set out in below in our terms of business which limit our liability to you subject to the conditions set out in that clause to £2 million and (b) the right to make electronic checks about you to verify your identity, address and which may provide credit reference information.

Designated Representative: To enable us to proceed efficiently we will, save in the case of a sole individual, ask you to nominate a designated representative to represent you to enable us to have one point of contact with you to take instructions and to agree costs. We will be entitled to take all our instructions from that person without reference to any others.

Introductions/Commissions: We have an association with a Spanish law firm, Plazas Abogados with offices in Madrid, Marbella and Sotogrande. We have agreed to pay them a commission of 10% of gross fees billed and collected in respect of work introduced by them and undertaken at this firm. We have a reciprocal agreement with them in respect of work introduced by us to them.

Plazas Abogados and Lass Salt Garvin – Each Responsible for their own Advice: Where we undertake any work introduced by Plazas Abogados we are solely responsible for the work that we undertake. Likewise, if Plazas Abogados acts for you, following an introduction from us, then they alone will be responsible for that work. The professional indemnity insurance of the firm that does the work will apply to the exclusion of the professional indemnity insurance on the other firm.

Agreement to our Terms and Conditions: Your continuing instructions will amount to your acceptance of these terms. Nonetheless we will ask you to sign, date and return a hard copy of our client care/retainer letter for our records.

Terms of Business – Part 2 - below

Scope of retainer, other advisers and limitations: The law is a highly complex set of interacting and changing rules which vary depending on very specific circumstances. No one knows all the law. We will advise only on the matters set out in the client care letter or subsequently confirmed to you in writing. We will not advise on taxation, accountancy, financial, valuation, planning, environmental or any areas other than as set out in writing to you and you should seek advice on all areas that we are not advising on from your tax, accountancy, financial, valuation, planning, architectural, building and other advisors as appropriate. We do not advise on the commercial or financial wisdom of transactions. You may not rely on us for any advice on tax, accountancy, financial, investment, planning, architectural, building or commercial issues. If you are in doubt at any stage on whose advice you are relying then please raise it with us at the time. You must provide to us promptly all factual information, materials and documents that we require to carry out the services we have agreed to provide. We will not be responsible for any delay on your part or others whether instructed on your behalf or not in doing this.

Basis and terms of our charges: The firm's charges are calculated mainly by reference to the value of the transaction and the time spent on it. We believe that in most cases this is the fairest way to set our charges. The hourly rate for our partners and staff will be contained in the client care/retainer letter sent to you. We review our fees with effect from 1st January in each year. As well as the time factor, there are additional matters which we take into account which include the complexity, difficulty and urgency of the matter as well as the value of the transaction to you and the risk factor for the firm. Our bills will be fair and reasonable to us both. Our charges are exclusive of disbursements/expenses that we incur on your behalf and you will be responsible for Counsel's fees, stamp duty land tax (if any), VAT (at the relevant rate) and other taxes. We record our time in units of 6 minutes each. This may include taking your initial and subsequent instructions, opening files, dealing with our obligations under the Solicitors Regulation Authority and our obligations under all relevant anti-money laundering rules and regulations and any other obligations imposed on us; preparing for and attending meetings with you and/or others, dealing with post meeting matters, making appropriate attendance notes of meetings, telephone calls and other situations as appropriate, considering your instructions as the matter progresses, reassessing your instructions at appropriate times, reading, researching, considering, discussing internally as appropriate, considering suitable Counsel and other advisers, preparing instructions to Counsel and others, working with Counsel and other advisers; attending Court and all mediation and similar bodies on your behalf; drafting, amending drafts, updating, preparing and working on papers; making and receiving telephone calls, emails, faxes, letters and text messages from you and to you and others; negotiating where appropriate on your behalf and reporting to you by telephone, letter, fax, email and in person as appropriate; undertaking searches and considering and acting on the results; preparing for exchange of contracts and other significant events and attending at and completing transactions for you; dealing with all post exchange of contracts and completion matters, dealing with financial matters, preparing spreadsheets, reporting to you and shareholders where appropriate, dealing with all post completion matters including preparing bills where appropriate; reviewing files and finalising and archiving for future retrieval; preparing detailed costs estimates, billing and providing detailed breakdowns and narratives; time spent travelling away from the office on your behalf; Sometimes we may arrange for persons not employed or retained directly by us to do work on our behalf and in such case you will be charged at the rates which would have applied had we done the work ourselves. If you ask that we start work immediately or to take some very urgent action before we have had the chance to open a file and send a client care/retainer letter the terms set out in this letter will apply from the point of your initial instructions even though they are not sent to you until later.

Photocopying, charges, searches and other services etc: We add 3.5% of our fees to each bill as a contribution to the costs of copying, colour copying, postage, telephones, faxes, electronic communications and petty incidentals. In addition, if it is substantial, we make a specific charge for photocopying on a usage basis including a profit element. If you instruct us at any time (including at the end of this retainer or subsequently) to forward any of the files we have worked for you to another firm or to you or any other person you now irrevocably agree and consent to us making copies for retention for audit and professional indemnity purposes. In such event you will be responsible for all retrieval costs, copying and courier charges at our rates at that time (including a profit element) and these must be paid in full prior to us releasing the files.

Searches and other work: The firm may instruct agents to provide searches and other services to enable us to carry out our work. Where we instruct third parties to provide services you will be responsible for their costs which will be added to your bill as disbursements. We can provide certain online searches and services which were previously carried out by third parties. We can provide certain banking services from an internal terminal which were previously provided directly by our bank. Where we provide these various services, the charges for these (including CHAPS fees) include a profit element in addition to the charges levied directly by the providers and our bank. These will be shown in your bill under the fees section and the firm will absorb the costs of the outlay which you would otherwise have been charged for.

Estimate of costs: It is difficult (and sometimes impossible) to give an accurate estimate of costs on a particular transaction. Much depends on how negotiations go, how many times the structure changes, any issues or problems that arise and the attitude and approach of the parties and their advisers. All estimates are based on everyone cooperating and a willingness to reach agreement. Sometimes costs are incurred unnecessarily simply because either our client or the other parties (or their advisors) do not devote sufficient time to the project or fail to respond promptly. The estimate is also based on the transaction proceeding at a reasonable rate during normal office hours, that it will be completed by the date specified in this client care/retainer letter and the parties being available to attend meetings and completion. The date is very important and if we do not complete by then the costs will almost certainly be higher and possibly significantly higher. Jobs that take a substantial time to resolve invariably involve more expense and the longer the delays the greater the likely costs.

Additional costs: The firm reserves the right to charge additional fees for work done outside normal office hours. Where parties are unable to attend meetings or completion then additional costs are invariably incurred. These can be material depending on how many people are affected and their availability by telephone and fax. E-mail is usually insufficient for completion documentation. These costs can be avoided by the parties simply being available to complete their transactions.

Abortive costs: If for any reason the matter does not proceed to completion you will be responsible for our costs, disbursements and VAT until the point it is abandoned on a time recorded basis.

Payment on account, unpaid bills and termination of retainer by us: We will normally ask clients to make a payment on account of anticipated costs and disbursements at the outset. Whether we do or not we may subsequently ask you to make a payment on account or further payments on account as the matter progresses. If we do ask you to make a payment (or further payment) and they are not paid promptly or any of our bills on this or any other matters are outstanding, then we reserve the right to stop acting for you at that stage should you not make the payment or further payments on account requested or settle the outstanding bill.

Outsourcing: We sometimes outsource certain aspects of our work, principally the provision of searches and some typing. We might also in appropriate circumstances outsource photocopying, costing, research work or preparation to assist your matter. Information from your file in these circumstances may therefore be made available to others although we will always seek to obtain obligations of confidentiality from such third parties to whom any work is entrusted. It is a term of our conditions that you agree to this.

Settlement of our fees and interest: We reserve the right to issue regular interim and/or final bills (being final in a technical sense meaning bills for specific periods of time or for specific advice or activities) as we decide on the matter as it progresses and we reserve the right to issue interim and/or final bills on a monthly basis. Our fees are due on presentation of the bill. On a sale we expect to have our fees settled no later than completion and you irrevocably agree to us deducting them from the completion monies at that time. On any other transaction we require them to be settled within 7 days of the date of the bill. The firm reserves the right to charge interest on all overdue fees for business and privately paying clients at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998, subject in all cases to a minimum of 12%, from the date of invoice, if our fees are not settled on the due date, until settled in full calculated on a daily basis. The firm also reserves the right to transfer from any monies held for you at any time such amount as is required to meet any disbursements incurred on your behalf and to settle our fees. We are obliged under Law Society Accounts rules to transfer our fees, disbursements and VAT from any monies we hold for you not later than 14 days from the date of invoice. We will normally do this automatically as soon as possible after the date of invoice unless the monies are specifically designated at the time they are sent to us as separate funds.

Payment of bills and cash limits: All our invoices are primarily payable by you whether or not you have an agreement or arrangement with a third party for their payment. Payment may be made by cheque or by BACS or CHAPS payment or by cheque. We do not normally accept payments in cash whether for payment of our fees or in respect of your transaction where the amount to be paid exceeds £500.

Interest payments: Any money received on your behalf (other than for costs) will be held in our client account unless placed on treasury deposit or a designated client account on your behalf. Subject to certain minimum amounts and periods set out in the Solicitors Accounts Rules 1988 interest will be calculated and paid to you at the rate from time to time payable on designated client accounts with Barclays Bank plc.

Drawing down funds to enable us to complete your transaction: Where you arrange borrowing from a lender to complete your transaction we reserve the right to draw down the monies on the working day before the matter is due to complete so that we are in a position to proceed early on the planned day for completion. Lenders will charge interest from the day on which the funds are sent to us electronically.

If acting for more than one individual on a matter: If we are acting for more than one individual or legal entity on this matter then you will each be liable for the whole of the firm's fees, disbursements and vat on a joint and several basis.

Acting for companies and other legal entities: Where our client is a company or other legal entity the signatory to this letter will be jointly and severally liable on a full indemnity basis for our fees along with the client named in the letter. The signatory need only sign once to accept these terms on behalf of both the client and in a personal capacity under this clause.

Disclosure of your documents: At some stage in the course of any Court proceedings, arbitration or mediation we will usually be required to disclose all relevant documents to the opposing party including documents that might damage your own case. It is essential that you keep all original documents relevant to the dispute and that you do not allow any of them to be destroyed or altered. This includes documents stored electronically. You should ensure that they are identified, segregated and protected from deletion on all computers, servers, hard drives and storage media and electronic devices until the dispute has been concluded.

Identity checks and disclosure: We are required under the Money Laundering Regulations 2007 to obtain evidence of identity from you at the outset and to update it from time to time. We must retain that evidence for 5 years and produce it to the police on request. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. We cannot do this in every circumstance especially for overseas companies and trusts. The cost of any such searches will be charged to you. By signing and returning these terms of business to us (or your continuing instructions on this matter) you authorise us to disclose to the other parties in this matter and, if applicable, to all other parties and to professional advisers in any chain of transactions all information which we have in relation to your involvement in the transaction where appropriate including any related sale or mortgage or other financial arrangement and your wishes as to the dates for exchange and completion. You may withdraw this authority at any time but if you do so we will inform the other party or their agents or advisors that this authority has been withdrawn.

Money Laundering Regulations: Under the Proceeds of Crime Act 2002, the EU Directives on money laundering and the Money Laundering Regulations, we are obliged to report to the appropriate authorities any instances where we either know or suspect that a client or other party is engaged in a financial crime or money laundering activities or where there are reasonable grounds for knowing or suspecting that may be the case. In these circumstances it would be a criminal offence for us not to make the report to the authorities who may or may not take this matter further. In addition, it would also be a criminal offence for us to inform you the client or other party that such a report was being made although we may, in

some circumstances be permitted to advise you the client after the lapse of a 'reasonable' time. Where we are under a statutory obligation to make a money laundering report to the relevant authorities or to release information which would otherwise be confidential we shall be exempt from all professional and legal obligations of confidentiality to you as our client. We must stop work immediately unless we obtain specific permission to continue acting for you from the relevant authorities. We will not be responsible for any liability arising as a result of us complying with our obligations under the Money Laundering Regulations, the Proceeds of Crime Act 2002 or any other statutory obligations now or in the future.

Electronic communications: Electronic communications, including email, text messaging and other internet based communication systems are capable of interception and data corruption. The firm does not accept any responsibility for unauthorised accessing of any communications sent to you or for any changes made to our communications after they have been dispatched from our systems. If you are in any doubt, you should always contact us regarding any advice contained in an email. We do not accept responsibility for any errors or problems that may arise through the use of the internet and all risks connected with using electronic means of communication. If you do not agree to accept this risk then you should notify us in writing immediately, in which case we will not communicate to you by email. Although we take reasonable steps to ensure that our electronic communications are free from viruses, it is the responsibility of the recipient to carry out its own anti-virus check on emails, attachments and other electronic communications.

Data Protection: The information we collect from you may include sensitive personal information about your race, sex, ethnic origin, sexuality, political opinions, religious beliefs or lack of them, trade union membership, health, criminal offences or proceedings. We may obtain, use, process and disclose personal data about you in order that we may discharge the services which we have agreed to under this retainer or where we accept further instructions from you from time to time. We may also use and process this information for other related purposes including updating and enhancing our client records, analysis for management purposes, statutory returns, crime prevention and legal and regulatory compliance. In order to carry out your instructions, we may also, very occasionally, need to transfer your information to countries outside the European Economic Area ("EEA") which do not provide the same level of data protection as in the UK. By instructing us you consent to us processing your sensitive personal information and transferring your personal information outside the EEA to the extent necessary for the purposes set out above. You have the right to ask for a copy of your information (for which you may be charged a small fee) and to correct any inaccuracies in the information we hold about you. You also have the right to ask us to stop using this information for marketing purposes. If you wish to exercise these rights or have any questions regarding our use of your personal information please contact our data protection officer. We are registered with the Information Commissioner under number Z7280142. Further information regarding data protection and privacy is available from www.ico.gov.uk.

Limitation of liability and time limits for bringing a claim: Subject to all appropriate laws the firm's liability to you will be limited to any loss resulting directly from any breach of duty owed by us to you or any breach of contract subject always to a maximum of £2 million other than in respect of (a) contentious business under section 60(5) of the Solicitors Act 1974 and paragraph 24 of schedule 2 to the Administration of Justice Act 1985 and (b) fraud or reckless disregard of our professional obligations owed to you. We are not responsible for the accuracy of information disclosed or omitted from searches undertaken or instructed by us on your behalf or for the advice of Counsel or other third parties, such information and advice being the responsibility of the search provider, Counsel or the third parties involved. The firm, its partners, consultants, and employees will not be responsible for any consequential or other loss. You also agree that any claim may only be brought against the firm and you may not bring a claim against any individual partner, employee or consultant. All claims must be made in writing within 12 months of the date on which you first became aware of it and you must raise proceedings within a further period of 6 months from that date otherwise all such claims will be deemed to be waived. The firm holds professional indemnity insurance and the name, contact details and the territorial coverage of this is available on request.

Specific Tax Disclaimer in litigation and other settlement terms: We will not give advice on any tax or social security implications of any proposed settlement or potential Court Order save that we will consider (if requested to do so in writing) advice on any of the inheritance tax implications if applicable. If you require such advice you must inform us in writing as otherwise we will assume that you are taking such advice elsewhere. If you ask us for such advice and we are not qualified to advise on the particular aspects applicable to you we will seek to introduce you to a tax adviser to assist you.

Planning matters: We will not advise you on the planning implications of your proposed transaction (unless specifically instructed to do so and we agree to accept those instructions in writing) other than by reporting to you on any relevant information provided by the results of local searches.

Contaminated land: We will not advise you about any issues relating to the possible contamination of any land which may be relevant to your transaction unless specifically instructed in writing to do so and we accept those instructions in writing. Even in those circumstances 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 on the actual results of such a search.

Other property disclaimers: It is not our responsibility to carry out a physical inspection of the property. We will not advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not generally advise on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own investigations for any appropriate environmental survey or investigations. We may however need to obtain on behalf of your lender and at your expense, an environmental search.

Mortgage Fraud Prevention – Disclosure to your Lender: Where we act for you and your proposed lender we have a duty to fully disclose to your lender all relevant facts about your purchase and your mortgage. This includes any difference between your mortgage application and information we received during the transaction as well as any cash-back payments, discount schemes or other benefits that the seller is giving to you.

Duty of Care and the Contracts (Rights of Third Parties) Act 1999: Our duty of care is to you as our client alone and to no other party even if involved or assisting directly or indirectly in the matter. Where our client is a corporate or other body or trustees we do not

owe any duties in contract, tort or otherwise to any of its directors, shareholders or beneficiaries or others. Any advice given is for your sole use and does not constitute advice to any third party to whom you may communicate it. In addition the Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of this retainer or any subsequent amendment to it unless expressly confirmed in writing that the Act does apply.

Financial Services and Insurance Contracts: We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry out insurance mediation activities. Broadly speaking this is advising on, selling and the administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at www.fsa.gov.uk/register under the EPF (exempt professional firms) tab. The kind of work which we do which falls within this ambit includes advising on or arranging contracts of insurance such as defective title policies in property conveyancing, restrictive covenant indemnity policies or missing beneficiary policies in probate, care policies for the elderly and after the event insurance policies in litigation

Consumer Protection Distances Selling Regulations 2000: Under these Regulations, for some non-business instructions, you may have the right to withdraw, without charge, within 7 working days of the date on which you ask us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms of business will amount to such consent. If you seek to withdraw instructions, you should give notice by telephone, email or letter to the person named in these terms of business as being responsible for your work. The regulations require us to inform you that the work involved is likely to take more than 30 days.

Storage of papers and Deeds: You agree that we will be entitled to keep our files on your matters (except for any papers which you asked to be returned to you subject to our lien in respect of unpaid monies due) indefinitely but on the condition that we have your irrevocable authority to destroy the file(s) 12 months after sending you our final bill. We will not destroy documents you ask us to deposit in safe custody and in all likelihood we will retain the files for at least 6 years and possibly indefinitely or as our insurers request. We reserve the right to charge you for the costs of storage plus an administrative charge. In addition you will be responsible for all charges incurred by us retrieving your files from storage plus an administrative charge.

Electronic file storage and information: You agree that we may scan and save all files; documents and information in electronic format and that we may outsource this work to a provider who specialises in this. It is a condition of this retainer that we may then store or outsource the storing of any information documents and papers that you give us or that we obtain in the conduct of our work for you electronically as well as in hard copy format indefinitely. We may also make the information available to you through electronic means. We will use all reasonable endeavours to keep the information secure and take appropriate technical and organisational measures against unauthorised or unlawful processing and accidental loss, destruction or damage of any personal data within that information. However, it is impossible to guarantee that your information will be free from every possible security breach and you acknowledge and accept that risk by instructing us.

Verifying of files and confidentiality: External firms such as our auditors or the SRA may conduct an audit or quality checks on the firm. These external firms or organisations are required to maintain confidentiality in relation to your files.

Termination of the retainer: You may terminate your instructions at any time but we will be entitled to keep your papers until outstanding monies due by you have been settled in full. We may decide to stop acting for you only with good reason or if there is a conflict of interest. We will give you reasonable notice should we decide to stop acting for you. If you or we decided that we should stop acting for you then you must pay our charges up to that point calculated on the basis as set out in these terms and conditions.

Unpaid monies and solicitors' lien: The common law entitles us to retain any money, papers or other property belonging to you which properly comes into our possession pending payment of our costs and other monies due by you whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell the property held under the lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of her costs. If we are conducting litigation for you, we have an additional right in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or not. We also have a right to ask the Court to make a Charging Order in our favour for any assessed costs.

Your authority: By instructing us you confirm that you have the appropriate power and authority to instruct us in the terms that you have done and that you will obtain and maintain all appropriate power and authority during the course of these instructions.

Terms and conditions of business: Unless otherwise agreed and subject to our then current rates, these terms of business shall apply to all future instructions given by you unless subsequently superseded by additional terms of business.

Equality and Diversity: The firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees.

Law and Jurisdiction: By instructing us you agree that our duty of care and all contractual and other rights arising between us shall be governed by and construed in accordance with English law to the exclusion of all other laws. We each irrevocably submit to the non-exclusive jurisdiction of the English Courts in respect of any dispute or matter arising out of or connected with our relationship, our duty of care and all contractual and other rights whatsoever to the exclusion of all other jurisdictions.

Complaints: Please direct any complaint initially to the solicitor responsible for your matter or to the Senior Partner by telephone (020 7851 0100), letter to our usual address, fax (020 7851 0136) or email to the address that you have. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman (PO Box 15870, Birmingham, B30 9EB, website www.legalombudsman.org.uk telephone 0300 555 0333) to consider the complaint. Normally you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. You may have a right to object to your bill and to apply for an assessment of the bill under Part III of the Solicitors Act 1974. You should be aware that the Legal Ombudsman may not consider a complaint about the bill if you have applied to the court for assessment of the bill. The firm may also be entitled to charge interest on all or part of a bill if it is unpaid.