



Pickering&Butters
SOLICITORS

TERMS OF BUSINESS

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1. OUR AIM.

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

2. OUR HOURS OF BUSINESS.

The normal hours of opening at our offices are between 9.00am and 5.00pm on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

3. PEOPLE RESPONSIBLE FOR YOUR WORK.

The person responsible for dealing with your work, their assistant and the Partner with final responsibility for the work done in the department will be explained in our letter of engagement that will be sent to you at the start of each matter.

We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

4. OUR RESPONSIBILITIES.

We will always act in your best interest, give you the best information possible about the likely cost of your matter, provide you with a good standard of service and keep you informed.

5. YOUR RESPONSIBILITIES.

You must provide us with clear, timely and accurate instructions, all documentation required to complete the transaction in a timely manner, not ask us to work in an improper or unreasonable way, co-operate with us, attend as necessary at our offices and safeguard all documents relevant to your matter – even where harmful to it.

6. CHARGES AND EXPENSES.

Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This may include, where applicable, meetings with you and perhaps others, reading, preparing and working on papers, correspondence, making and receiving telephone calls, e-mails and faxes; preparation of any detailed costs estimates, schedules and bills; attending at court and time necessarily spent travelling away from the office. Time charged work will be on the basis of 10 six minute units in each hour.

Routine letters are charged at 6 minute units of time and we charge for the time spent on making and taking telephone calls in 6 minute units

From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.

The current hourly rates are set out at the beginning of the matter and will be discussed with you at your initial meeting or included in our initial letter detailing your instructions. We will add VAT to these at the rate that applies when the work is done.

Any fee estimate given is based on the information available to us now. We reserve the right to revise the charge if we are required to do work which is additional to that which can be anticipated

Hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 April each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors. Where a charge reflecting any special factors or value element is to be added we will explain this to you.

In property transactions, in the administration of estates, cases involving particular complexity or requiring specialist expertise, an additional charge may be made to that calculated on the basis of time spent. This may reflect a percentage of the price of the property, the value of the Estate or other financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling on the firm. Where a value element is added, we will be happy to explain the calculation to you.

Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments

generally as 'disbursements'. We will require a payment in advance from you in respect of any disbursements payable on your transactions.

Where we ask you for payment on account of a disbursement which is to be incurred during the course of your matter, this money will be held in our client account for the sole purpose of paying the disbursement once it falls due. In the event that we pay for that disbursement through our office account, we will transfer the monies held on our client account to reimburse us for the payment(s) that we have made on your behalf.

If, for any reason, your matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred on a time spent basis at our current hourly rates as detailed in the letter of engagement. Property sale and purchase which fail to complete often involve as much work as those which reach completion.

You are entitled to complain about your bill and we will endeavour to resolve your complaint. You may be entitled to object to your bill by complaining to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

You are advised to consider whether you have any insurance or membership that may pay your legal costs.

7. PAYMENT ARRANGEMENTS.

In all cases cleared funds are needed before any payment can be made on your behalf. Payments by cash, FastPay or C.H.A.P.S. transfer will be treated as cleared immediately. Credit and debit card payments need five working days to clear. BACS payments need three working days to clear. Cheques need six working days to clear.

Bank Details and Emails

Please note that, because of the threat posed by cyber crime, we have taken a policy decision not to provide or accept Bank details (or changes to details previously supplied) by standard email or fax, without carrying out a further check and verification of those details.

Therefore, please provide such details (or changes to details previously supplied) either by letter or face to face. We will endeavour to do the same when providing such details to you or we will use secure email via Mimecast. However, if such details (or changes) are provided to us through written correspondence, we will contact you, most probably by telephone, to check and verify the details received as the case may be. Please note that our bank details will not change during the course of a transaction.

Property transactions.

We will normally send you a statement of account when nearing completion and cleared funds will be required on the date specified and prior to completion. On completion, we will send you a bill and will deduct our charges and expenses from the funds held.

Administration of estates.

We will normally submit an interim bill during the administration, starting with the obtaining of a Grant once cleared funds are available. The final account will be prepared when the Estate Accounts are ready for approval.

Other cases or transactions.

It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.

All Interim bills delivered are interim statute bills and are described as "Interim Account".

Payment is due to us within 28 days of our sending you a bill. Interest will be charged on a daily basis at 4% over Lloyds Bank Plc's base rate from time to time from the date of the bill in cases where payment is not made within 28 days of delivery by us of the bill.

The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as 'general lien'. We are not entitled to sell property held under a 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 costs.

If we are conducting litigation for you, we have additional rights 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 unbilled. We also have the right to ask the court to make a charging order in our favour of any assessed costs.

We do not accept payments to us in cash in excess of £500. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

8. OTHER PARTIES CHARGES AND EXPENSES.

In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. For example, in some courts our hourly rates may not be recovered in full from the losing party, nor will charges to you for letters and e-mails received be reimbursed fully. If the other party is in receipt of Community Legal Service funding no costs are likely to be recovered. Such matters are often in the Court's discretion or result from negotiation.

We confirm that we have already discussed with you whether any other form of funding may be available to you including pre-purchased insurance, public funding or assistance from, for example, a trade union or employer. These terms of business are offered on the basis that no other such funding is available at this time or that you have chosen not to take it up.

The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.

Where applicable, if you are successful and the court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest. Bear in mind however that any order for costs in your favour does not guarantee payment by the paying party.

You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you including the costs of preparation of any detailed bill needed for Assessment.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable, in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility. Alternatively, you should check all your insurances (e.g. Legal Expenses, Household contents) to see if there is any cover.

9. INTEREST PAYMENT.

Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the SRA Accounts Rules from time to time in force, interest will be calculated and paid to you at the rate from time to time payable on Lloyds Bank Plc's Designated Client Accounts. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) from our Client Account. We have a written interest policy which can be found on our website www.pb4law.co.uk/legal.htm or we can send a printed copy to you, upon request.

Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of 4 working days prior to the completion date. If the money can be sent via electronic means, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the transfer of the payment.

10. PROPERTY TRANSACTIONS.

It is not our responsibility to carry out a physical inspection of the property, but if you wish us to do this for any reason please make a specific request. We shall not 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.

11. ADMINISTRATION OF ESTATES - PAYMENT PROTECTION INSURANCE (PPI)

We will not ordinarily submit a claim for mis-sold PPI on behalf of a deceased client's estate unless you specifically instruct us to do so, in which case we will discuss matters with you before advising whether this is something with which we are able to deal.

12. STORAGE OF PAPERS AND DOCUMENTS.

After completing the work, we are entitled to keep all of your papers and documents while there is money owing to us for our charges & expenses. In addition, we will keep your file of papers for you, including any documents and information obtained under the Money Laundering Regulations, in storage for a period of at least 7 years but your file will be converted to a CD since we do not have the space for storage of paper files. After that, storage is on the clear understanding that we have the right to destroy the CD after such period as we consider reasonable or you request the destruction and we no longer need this for our legitimate interests. We will not of course destroy any documents such as Wills, Deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent at the secretarial hourly rate for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence, or other work necessary to comply with your instructions.

For information on how long we will hold your personal data, please see the Privacy policy on our website www.pb4law.co.uk/site/help/privacypolicy_clientsandcontacts/

13. FINANCIAL SERVICES AND INSURANCE CONTRACTS.

If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority (FCA), as we are not. However, as we are regulated by The Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

Our firm is an ancillary insurance intermediary. We are not authorised by the FCA. However, we are included in the register maintained by the FCA so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong is regulated by The Solicitors Regulation Authority. The register can be accessed via the FCA website at www.fca.org.uk/financial-services-register.

14. BANKING

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in Lloyds 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.

With effect from 3rd July 2015, the FSCS also provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

In the event of a banking failure you agree to us disclosing details to the FSCS.

15. TERMINATION.

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

We reserve the right to stop acting for you in the event that a Conflict of Interest arises during your matter.

If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

16. THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e-mail or on-line – i.e. by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because,

for example, we have met with you at home – i.e. by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the cancellation form attached to your Letter of Engagement (if appropriate) but it is not obligatory.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e-mail, post or fax to enable us to do so. By signing and returning our Letter of Engagement you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence with the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning our Letter of Engagement), we will not be able to undertake any work during that period.

17. LIMITED COMPANIES.

When accepting instructions 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 the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

18. TAX AND PLANNING ADVICE.

We will not advise you on any tax consequences of your matter (save for routine Stamp Duty Land Tax payments on property matters) except where we have agreed in writing that we will give you tax advice. You should ask your accountant to advise on tax and similar matters including VAT. If you do not have an accountant or have any concerns with regard to tax then please raise them with us immediately in order that we can address those concerns. If we can undertake the research to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

We will not advise you on the planning implications of any 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’.

19. IDENTITY, DISCLOSURE AND CONFIDENTIALITY REQUIREMENTS.

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 will carry out an electronic verification of your identity the cost of which will be charged to you and detailed within our letter of engagement.

To comply with the law, we need evidence of your identity as soon as possible. This is explained in our letter confirming your instructions. Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing and identity checking will also be used where applicable for verifying your identity with third parties during the course of your matter. E.g. in a property matter where you have a lender who will require identity checking, or Executors of an Estate where banks, building societies or other financial institutions require proof of the identity of the Executors. It will not be used for any other purpose unless:-

- we have your consent, or
- as permitted by or under another enactment

By signing our letter of engagement and returning it to us you authorise us to disclose to the other parties in the transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisors, all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to date for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisors that this authority has been withdrawn.

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

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: Legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or

of the reasons for it, because the law prohibits 'tipping off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

Our firm may be subject to audit or quality checks by external firms or organisations. It is possible that your file may be inspected by quality assessors as part of an audit for the purpose of maintaining the quality marks, Lexcel or CQS. However, you may notify the firm at any time that you would like us to withhold your file from inspection. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.

To comply with our regulatory obligations and the terms of our Cyber Security Insurance and other professional advisers, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. You agree to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceeding is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

20. COMMUNICATION BETWEEN YOU AND US.

Our aim is to offer all our clients an efficient and effective service at all times. We are proud that we are Lexcel accredited. We hope that you will be pleased with the work we do for you.

We will aim to communicate with you by such a method as you may request. We may need to virus check discs or e-mail. Unless you withdraw permission, we will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.

Email Correspondence

Regretfully, cyber-crime is becoming more of a problem and because of the risk this poses, it is important that you (and we) remain vigilant with regard to any email that is received that may appear to be suspicious, for whatever reason. Therefore, if you ever have any cause for concern (or wish to query something) relating to an email purportedly sent by us, please telephone us immediately to check and verify the authenticity and content of the email and until you have done so, please do not respond to any such email or take any action on it. Likewise, if, for any reason, we receive an email purporting to have been sent by you, but in respect of which we have any concern or wish to query anything, we will contact you by telephone to check and verify the authenticity and content of the email, before we respond to any such email or take any action on it.

21. DATA PROTECTION.

We use your personal data primarily to provide legal services to you, but also for related purposes as described in our Privacy policy at www.pb4law.co.uk/site/help/privacypolicy_clientsandcontacts/

Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality. We are registered with the Information Commissioners Office (ICO), registration number Z5222257.

Pickering & Butters LLP is a data controller for the purpose of the GDPR and other relevant data protection legislation. We have nominated Jan Boulter as the firm's Data Protection Officer for the purpose of the GDPR.

We take your privacy very seriously. Please read our Privacy Policy carefully as it contains important information. If you would like a copy of this in printed format please let us know.

22. WEBSITE & ONLINE PAYMENTS

Cardnet Refund Policy for Online Payments – If you send us money via Cardnet and request a return of the money, we can offer you a refund minus any of Cardnet's costs and after taking into account any time costs and disbursements incurred in relation to the matter at the time of request.

If you need any assistance with a payment you have made please contact us for further information.

23. COMPLAINTS.

Should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with the person responsible for your matter. If you still have queries or concerns, please ask for our written complaints procedure and address your concerns to the Department Head supervising the matter.

In the event of you not being satisfied with their findings the matter will be reviewed by James Wallbank who is the firm's Client Care Partner except where James Wallbank is the Department Head, in which case Amy Bedford will provide a further review.

If you are still not satisfied once your complaint has been investigated and we have provided you with our final written response, then you may take your complaint to the Legal Ombudsman, within six months of the date of our final written response, at PO Box 6806, Wolverhampton, WV1 9WJ. Their service is available to:

- Individuals;
- Small businesses with fewer than 10 employees and a turnover or balance sheet value of less than €2,000,000.00;
- Charities, clubs, associations or societies with an annual income net of less than £1,000,000.00;
- Trustees of a trust with an asset value of less than £1,000,000.00; or
- Personal representatives or beneficiaries of the estate of a person who wanted to complain, but who died before a referral was made to the Legal Ombudsman.

Any complaint to the Legal Ombudsman must be made within 6 months of the date of our final written response to your complaint and within one year of the act or omission about which you are complaining occurring (or if later, within one year of when you should reasonably have been aware that you had cause for complaint). For further information on where special rules apply, you should contact the Legal Ombudsman directly. If your complaint relates to an invoice you may have a right to challenge the invoice by applying to the Court for an assessment of your invoice under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about an invoice if you have applied to the Court for an assessment.

For further information you should contact the Legal Ombudsman on 0300 555 0333 or by email: enquiries@legalombudsman.org.uk.

The Solicitors' Regulation Authority can help if you are concerned about our behaviour. This will be for things such as dishonesty, taking or losing your money or treating you unfairly because of your age/disability or other characteristic. Visit its website to see how you can raise concerns.

24. WAIVER.

If we do not enforce any time period or any term or condition of business this shall not be a waiver of any of these terms or of the right at any time subsequently to enforce all applicable terms and conditions. We reserve the right to amend these terms at any time on giving reasonable notice.

25. JOINT INSTRUCTIONS.

Where we accept instructions to provide services on a matter for more than one client jointly, the obligation of joint clients to pay money to us is joint and several. In all other aspects the rights and obligations of joint clients to us in relation to our services are several. We are authorised to communicate with, take and act on instructions given by any one joint client.

26. SCOPE

Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms of Business shall apply to any future instructions given by you to this firm.

27. LIMITATION OF LIABILITY

None of our employees, partner/members or consultants individually has a contract with you or owes you a duty of care or personal responsibility. You agree that you will not bring any claim against such individuals personally in connection with our services.

The total liability to you of this firm, its Partners, employees and agents (whether in contract, tort or otherwise) for any loss or damage however caused in connection with any of the services provided to you under the terms of our engagement letter shall be limited to £10,000,000.00

28. DECLARATION AND SIGNATURE

By signing and returning to us the duplicate copy of our letter of engagement you will be deemed to have accepted these Terms of Business. If you do not sign and return the letter of engagement, your continuing instructions in this matter will amount to an acceptance of these Terms of Business.