

SPRAKE & KINGSLEY

SOLICITORS

TERMS OF BUSINESS

These Terms and Conditions and our Client Care letter set out the basis on which Sprake & Kingsley LLP provides its services to you. They will apply to all dealings, both current and future, unless notification is given that new terms and conditions apply. In the event of any conflict between this document and the relevant Client Care letter, the Client Care letter shall prevail.

Contents	Page
1. Service standards	2
2. Responsibilities	2
3. What we expect from you	2
4. People responsible for your work	2
5. Hours of business.....	2
6. Communications	2
7. Identity / Anti-money laundering	2
8. Our disclosure obligations	3
10. Fraud prevention.....	3
11. Distance Selling and Off Premises Contracts	3
12. Starting work immediately	3
13. Our fees	4
14. Disbursements and other charges	4
15. Payments on account.....	4
16. Clients' money.....	4
17. Billing and payment terms.....	5
18. Payment and receipt of funds	5
19. Payment of interest.....	5
20. Early termination of services.....	6
21. Duty of care and other advisers.....	6
22. Confidentiality.....	6
23. Data Protection	6
24. Storage of documents	7
25. Intellectual property rights	7
26. Financial services	7
27. Provision of Service Regulations 2009	8
28. Equality and Diversity	8
29. Exclusions and Limitations of Liability.....	8
30. Complaints.....	8
31. Applicable law	8

1. **Service standards**

We aim to provide a high level of service including the following:-

- We will update you by telephone or in writing with progress on your matter from time to time as agreed with you;
- We will communicate with you in plain language;
- We will explain to you by telephone or in writing the legal work required as your matter progresses;
- We will update you on the cost of the matter periodically;
- We will update you on whether the likely outcome still justifies the likely costs and risks associated with your matter whenever there is a material change in circumstances;
- We will update you on the likely timescales for each stage of the matter and any important changes to those estimates;
- We will consider and discuss with you alternative ways of funding your matter.

2. **Responsibilities**

Our responsibilities to you include:-

- We will review your matter regularly
- We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter

3. **What we expect from you**

3.1 We shall be entitled to assume that whoever gives us instructions to provide services has actual authority to do so and we shall be entitled to rely on any information provided to us by that person.

3.2 Where instructions are given on behalf of a company, LLP or other organisation we shall be entitled to assume that these Terms have been brought to the attention of and approved by the directors of the company, members of the LLP or, in the case of any other organisation, the appropriate officers of that organisation.

3.3 Where our client consists of more than one person or entity, the liability of those persons or entities is joint and several. 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 arises between joint clients, we may suspend or terminate the provision of the services related to that matter to one or more of the joint clients.

3.4 It is vital that you provide us with all relevant information to represent you and provide services to you and that all information provided is, to the best of your knowledge, complete, accurate and up to date, and is supplied as quickly as practicable. Please tell us of any subsequent changes to the information provided, as well as about any further information which might be relevant.

3.5 The services are provided to you and may not without our prior written consent be disclosed to any other party or be referred to in any public document or communication.

4. **People responsible for your work**

4.1 The Schedule attached to the Client Care Letter states the person who will carry out most of the work in your matter (referred to as "the person acting") and their status. The Schedule also indicates the person within this firm who acts as supervising partner in this matter.

4.2 The person acting will be supported by a legal secretary/paralegal, again named in the Schedule, who will also work on the matter on your behalf. If the person acting is unavailable, please contact the legal secretary/paralegal who will usually be able to access the file and answer routine queries when the person acting is out of the office. All contact details are set out in the Schedule.

4.3 We will try to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly who will be handling the matter and why the change was necessary.

5. **Hours of business**

Our normal office hours are between 9am and 5pm Mondays to Fridays. We are not open at weekends or on bank holidays.

6. **Communications**

6.1 Please let us know if you have a preferred method of communication eg telephone, email or fax. Unless we hear from you, we will use whatever mode of communication appears appropriate in the circumstances.

6.2 All email messages sent to us will, if properly addressed, arrive on the terminal of the person to whom they are addressed. Please be aware of the following points:

- 6.2.1 the firm is connected to the internet, but the exchange of email messages may be subject to delays outside of our control;
- 6.2.2 the safe delivery of email via the internet should not be assumed;
- 6.2.3 the confidentiality of email cannot be guaranteed.

6.3 Unless you ask us, we shall not be required to encrypt or password-protect any email or attachment sent by us.

6.4 We shall not be responsible for any loss or damage arising from the unauthorised interception, redirection, copying or reading of emails including any attachments.

6.5 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 emails or attachment which may be transmitted by us (except where this is caused by our negligence or wilful default).

7. **Identity / Anti-money laundering**

7.1 The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on

behalf of their client can be used by criminals wanting to launder money. To comply with the law, we need evidence of your identity as soon as possible.

Usually we will ask for one document to provide photo evidence of your identity. Normally, this will be your current Passport, or UK Photocard Driving Licence, Sometimes we may require other evidence. We will then complete an electronic search to confirm your identity and validate your address. This will also check if you are PEP and complete Sanction list checks.

7.2 If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity. Failure to do so may delay the work we can do for you. We will let you know what forms of evidence (if any) we need from you.

7.3 The law also requires us to verify the source of all funds and the accounts you will send us funds from. This includes asking clients for documentary evidence of the source of funds. If you send us funds from a different source it may delay your transaction.

7.4 In order to comply with its statutory obligations, the firm operates an anti-money laundering reporting procedure. If the firm knows or suspects that you (or any other party involved in this matter) are involved in money laundering or hold the proceeds of crime, the firm may be required by law to make a report to the National Crime Agency (NCA) and if notification is made, the firm is prohibited from advising the suspected party that it is doing so. These requirements override the firm's duty of confidentiality to you.

7.5 Proceeds of crime are assets or income which have been acquired through some illegal activity, for example drug-trafficking, non-payment of tax or fraudulently obtaining benefits. If a report is made to the NCA, the firm must stop work on the matter until it is authorised by the NCA to proceed.

7.6 Any fees, disbursements and other charges incurred in complying with the above will be charged to you. There may be circumstances in which the firm considers that it is obliged to make a report to the NCA which it later turns out was not required by law. By instructing the firm you agree that such reports can be made. The firm cannot accept responsibility or liability for any loss, damage or expense (whether direct, consequential or otherwise) arising from any delay or otherwise as a result of making any reports to the NCA and ensuring compliance with its statutory obligations.

7.7 We will retain all documents, personal data and information which we are required to obtain from you in order to comply with our duty to carry out due diligence for at least the period specified in law and for such longer periods we consider necessary for our administrative purposes. You will be asked to give specific written consent to this.

7.8 If our bank requests information from us about who we hold funds for, we are required to provide that information. This includes any funds we hold for you.

8. **Our disclosure obligations**

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency (NCA) where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

9 **Mortgage fraud** If, in addition to acting for you, we are also acting for a proposed lender (eg a bank or building society) in connection with your transaction then we will owe duties to that lender to disclose all relevant facts about the transaction and mortgage.

This includes, for example, any differences between your mortgage application and information we receive during the transaction, and also any cash back payments or discount schemes that a seller is giving to you.

10. **Fraud prevention**

10.1 If funds need to be sent to our client account we will give you our bank account details. We only have one client account. Our bank account details will not change during the course of a transaction, and we will not change our bank details via email. Please be careful to check account details with us. We will not accept any responsibility if you transfer money into an incorrect account. If you are asked to send funds to any other account you should not do so and should contact the person responsible for your matter to verify the request.

10.2 You should always query emails supposedly received from us, but which are actually from a different email address, particularly if the domain name is different.

10.3 Be aware that fraudsters have sophisticated ways to make or send communications which look like they are from solicitors, but which are not.

11 **Distance Selling and Off Premises Contracts**

11.1 A 'distance contract' is a contract made when you and one of our fee earners are not simultaneously in the physical presence of one another. An 'off premises contract' is a contract made when you and a fee earner are in each other's presence but not at our offices. These do not apply for business clients.

11.2 If we take instructions from you in one of the above ways the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply. This means you have the right to cancel the contract without reason within 14 days of these terms being sent. You can cancel your instructions by contacting the named individual in the Client Care letter or returning the cancellation form sent to you.

12. **Starting work immediately**

12.1 If we take instructions from you in one of the ways set out in paragraph 11 above we are unable

to start work on your matter until the 14 day cancellation period has expired.

12.2 We can only start work immediately if you request us to do so. You can do this by signing and returning the Acknowledgement sent with the Client Care letter. Failure to return the Acknowledgement may result in a delay in the work we do for you.

12.3 If you request us to start work immediately you still have the right to cancel the contract before the end of the 14 day period. If you cancel the contract after requesting us to carry out work you will be charged for work done and expenses up to the date you cancel.

12.4 If you have made any payments on account prior to the cancellation these will be returned to you, less any charges and expenses as a result of you requesting us to start work immediately.

12.5 You will lose the right to cancel if you we have started work at your request and have fully performed our services by the time you cancel.

13. **Our fees**

13.1 Our fees are normally based on the time spent dealing with a matter. Other factors may also be taken into account in accordance with Law Society rules, for example, complexity, value of the property or subject matter involved, importance to the client and urgency. We reserve the right to add an uplift to our hourly rates to take account of these other factors, and to make a charge for the use of our precedents and know-how.

13.2 The Schedule to the Client Care letter includes a costs estimate and the charge rates of all staff who may work on your matter.

13.3 If for any reason your matter does not proceed, we will charge you for the work we have done and the expenses incurred, any payment will be due as set out in clause 17.2

13.2 Time spent will include meetings with you (and perhaps others); any time spent travelling; considering, preparing and working on papers; file opening and compliance procedures; attending court; legal research; correspondence (including emails); preparing attendance notes; making and receiving telephone calls; and preparing and providing copies of documents for you after completion of a matter. We record time in six minute units. That means that if a fee earner working on a matter for you spends less than six minutes on your matter on one or more occasions, a full six minutes may be recorded for each occasion.

13.3 Where applicable, our hourly rates are set out in the Schedule to the client care letter and vary according to the level of seniority and expertise of each adviser. VAT will be added where applicable. The hourly rates are normally reviewed annually but we reserve the right to alter rates at other times. You will be notified of any changes to the rates. If you wish to cease instructing the firm as a result of any increase in rates, you are free to do so.

13.3 Although hourly rates are the norm, we aim to be flexible in our approach to charging and may have agreed with you an alternative charging method in our Client Care letter.

14. **Disbursements and other charges**

14.1 By instructing us, you are authorising us to incur such disbursements as we consider necessary. However, we will consult you before incurring any significant disbursements.

14.2 Disbursements may include the fees of counsel and other experts, court fees, search fees and stamp duty land tax. In relation to all disbursements we will charge you only the fee that has been charged to us.

14.3 We reserve the right to charge you a fee (which will cover any actual cost to us and/or an administration charge):

14.3.1 for arranging certain bank transactions and postage services;

14.3.2 for travelling expenses, online meeting and webinar services, computer-based legal research, providing data on electronic media, photocopying, scanning, printing and incoming and outgoing faxes.

14.4 VAT will be added to disbursements and other charges where applicable.

15. **Payments on account**

We may require you to make a payment to us on account of fees, disbursements and other charges at any time and on more than one occasion. The receipt of any such payment on account will be a condition of acting, or continuing to act, for you. Our total bill may be higher than the amount you have paid on account. Money paid on account which is not subsequently required for fees, disbursements and other charges will be refunded to you.

16. **Clients' money**

16.1 Where we receive money from you which is to be applied on your behalf (including payments on account), it will (unless agreed otherwise with you) be held in our general client account which is subject to the strict provisions of the Solicitors Regulation Authority Accounts Rules 2011 ("SRA AR") which can be found at www.sra.org.uk. Subject always to the SRA AR we will not be responsible for any loss arising from the insolvency of any bank where client funds are held or from any other action or event, where that action or event is beyond our control, including but not limited to governmental or other levies on bank accounts. If we make a claim under the Financial Services Compensation Scheme (FSCS) in respect of money which we hold for you, you agree that we may give certain information about you to the FSCS to help them identify amounts to which you are entitled in our client account.

16.2 Deposit interest paid to UK residents by us will be paid without deduction of tax. It is your responsibility to declare sums so received for tax purposes.

16.3 As required by the SRA AR, money held by us will be taken in payment or part payment of our invoices within 14 days of the date of the invoice, unless that money is held for any other purpose. You agree that we can retain monies against unbilled and unpaid disbursements.

16.4 Where we make payment of money to you or to another person on your behalf, it will usually be by cheque sent in the ordinary post or an electronic funds transfer. Whichever payment method is used

we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. You authorise us to send any cheque in the ordinary post and, on posting, property and risk in the cheque will pass to you. As a security measure and for your protection we ask that you tell us the payee's bank account number in addition to the payee's name for inclusion in any cheque. If you would like us to use any particular payment method then please let us know.

16.5 Where the firm makes (or secures the making of) a savings income payment to an individual who is resident in another EU member state (or certain other prescribed territories), the firm must notify the domestic tax authorities and provide a return of the payments made. The domestic tax authorities will share this information with the tax authorities in your country of residence.

16.6 If the income we pay or secure for you is received by you on behalf of someone else (as their agent or nominee, for example) we will also require this person's information to be provided to us. Normally, if we have details of the ultimate beneficiary of the income then it is the details of that beneficiary, rather than your own details, that we should include on our return.

17. **Billing and payment terms**

17.1 Unless otherwise agreed in your Client Care letter, we will be entitled to bill you in respect of fees, disbursements and other charges monthly and on completion of each matter. At the end of our financial year we shall be entitled to bring up to date our billing in respect of all your then unbilled work. There may be a delay in invoicing disbursements incurred on your behalf pending our receipt of the relevant invoices from suppliers and our bills are not a final bill in relation to disbursements and other charges.

17.2 Our bills are due for payment on receipt without any deduction, set-off or counterclaim. We reserve the right to suspend or terminate the provision of further services until payment is received. If a bill (or part of a bill) remains unpaid for 30 days after the date of the invoice, we reserve the right to charge interest at the rate applicable to judgment debts until payment is made. In addition to our legal right (lien) to hold on to certain of your papers and other assets in our possession until all sums outstanding to us are paid, we have a contractual right to do the same (whether in relation to the services for which payment has not been made or any other services).

17.3 If you are required by law to make a deduction or withholding from the payment of a bill for our services, you are required to notify us in writing of the amount to be deducted or withheld and the legal justification for such deduction. If required by us, you shall pay such additional amount as shall be required to ensure that the net amount received by us will equal the full amount which would have been received by us on payment of the relevant bill had no such deduction or withholding been required to be made. To the extent that any deduction or withholding in respect of which an additional amount has been paid under this paragraph results in us

obtaining a tax credit or deduction (all reasonable endeavours having been used to obtain such credit or deduction), we shall pay to you an amount equal to the lesser of (i) the amount of tax saved by us as a result of the use of such credit or deduction and (ii) the additional sum paid under this paragraph.

17.4 Unless otherwise agreed in writing, you must pay all bills in sterling. If bills are not paid in sterling and we incur currency conversion charges or other bank charges, or we suffer exchange-rate losses, we reserve the right to charge additional sums to cover such items.

17.5 If a third party agrees to be responsible for payment of some or all of our fees, disbursements and other charges on your behalf, and payment is not made in accordance with these Terms, you will be responsible for paying to us any outstanding amount.

18. **Payment and receipt of funds**

18.1 We do not accept cash payments. Do not pay cash into our account as this may result in a delay in your transaction/matter whilst the source of the payment is verified.

18.2 If you try to avoid our policy of not accepting payment in cash by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to make enquiries about the source of funds.

18.3 Cheques can be accepted but are subject to various clearance dates which you should check with us. The best way to send funds to us is by bank transfer,

18.4 Where we pay money to you, it will be by cheque or bank transfer. It will not be paid in cash or to a third party.

18.5 If funds of more than £500 are paid to you electronically we will need to verify your account information with you before the payment is made.

19. **Payment of interest**

19.1 Any money received on your behalf will be held in our client account. We have an obligation to pay interest on that money at a fair and reasonable rate and to put in place an interest policy. This policy set out at 19.2 to 19.9 below gives the guidelines for when interest will be paid.

19.2 We aim to pay a reasonable rate of interest. However as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money we hold on your behalf yourself. Usually we must ensure that money held on client account is immediately available. Therefore the need for instant access is taken into account when setting the rate of interest we pay.

19.3 In setting the rate of interest we look at the Bank of England Base Rate and the rates we receive on the funds we hold with the firm's banks. These rates are likely to change from time to time and we will review this policy if they do to ensure the rate of interest we pay is fair and reasonable.

19.4 Where amounts are held outside of a general client account the rate of interest and date that interest is credited will depend on the relevant institution where the funds are held, and as such fall

outside the requirements of this policy. The relevant interest information can be obtained at your request.

19.5 Where your money is held on our general client account, any interest paid to you is paid without any deduction for income tax (unless you are resident overseas – see below). It is therefore your responsibility to inform HMRC of amounts interest received from us and the implications of this will depend upon your own financial circumstances.

19.6 The European Savings Directive Regulations 2003/48/EC require us to inform HMRC of interest payments to relevant payees and residual entities in prescribed territories. If you reside outside the UK and EC, we are required to deduct income tax at the current basic rate and account for this interest to HMRC directly and pay you the net amount.

19.7 Interest on funds will be calculated from the 22nd day after receipt of clear funds. Funds paid by direct bank transfer are clear the day they are credited to our bank account. Cheques take a minimum of 7 working days to clear from the date of payment in. Debit or credit card payments usually take 3 working days after the payment has been authorised. Interest will be calculated on a daily basis until the day we pay out the funds by sending a cheque or the day the funds leave our account by direct transfer.

19.8 Interest is paid if we hold £25,000 or more for 22 days or longer.

19.9 Interest will not be paid if the total amount calculated is less than £20.00. Interest will be calculated at the end of the matter and will be credited to the client ledger at that date.

20. **Early termination of services**

20.1 You or we may bring the provision of all or any services to an end at any time by giving written notice to the other. We will not do this without giving you reasonable notice and without a good reason such as:

20.1.1 your failure to pay to us any amount due, or money on account requested; or

20.1.2 your insolvency; or

20.1.3 the discovery or creation of a conflict of interests; or

20.1.4 our being prevented from acting by the NCA; or

20.1.5 your requesting us to break the law or any professional requirement; or

20.1.6 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or

20.1.7 your failure to give us adequate instructions; or

20.1.8 any other breach by you of these Terms.

20.2 If the provision of services is terminated you will be liable only for fees arising and payments made or committed up to the date of termination, together with any fees or payments for services necessary in connection with the transfer of the matter to another adviser. If this happens, we shall charge for services provided in accordance with the hourly rates prevailing at the relevant time. VAT will be charged as applicable. All our rights set out in these Terms shall continue to apply even if we terminate the agreement between us.

21. **Duty of care and other advisers**

21.1 The services provided by us are for your benefit alone and solely for the purpose of the matter to which they relate. They may not be used or relied upon for any other purpose or by third parties. Our duty of care is to you as our client and does not extend to any third party.

21.2 Subject to what is set out in paragraph 28 below, no third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms, provided that no right or remedy of any such person which exists or is available otherwise than by virtue of that Act shall be adversely affected by these Terms.

21.3 We may, on your behalf with your agreement, instruct, liaise with or coordinate advice from other professional advisers and/or service providers. We will not be responsible for the accuracy or appropriateness of the advice given or work undertaken by those other advisers or for payment of their fees and other charges.

22. **Confidentiality**

22.1 We will keep any information which we acquire about your business or your affairs confidential. However, we are subject to legal and regulatory requirements so may be required to disclose information to others, for example our auditors, the SRA, HMRC, our professional indemnity insurers and brokers to obtain such insurance.

22.2 It may be necessary for us to instruct third parties, for example, barristers, accountants, experts and agents, or communicate with organisations, such as the courts, on your behalf and in doing so disclose information about you and your matter.

22.3 We occasionally ask other people, companies, or organisations to undertake work on our behalf to ensure this is done promptly. Examples of this would include large scale photocopying and the legal costing of files. We will always obtain a confidentiality agreement with these outsourced providers before an outsource is allowed access to client confidential information. If you do not want your file to be outsourced, then please tell us as soon as possible.

23. **Data Protection**

23.1 We use your personal data primarily to provide legal services to you, but also for related purposes as described in our Privacy policy including:

- conducting checks to identify you, verify your identity and screen for financial or other sanctions
- gathering and providing information required by or relating to audits, enquiries and investigations by regulatory bodies
- complying with professional, legal and regulatory obligations that apply to our business
- ensuring business policies are adhered to, eg policies covering security and internet use
- operational reasons, such as improving efficiency, training and quality control
- ensuring the confidentiality of commercially sensitive information
- statistical analysis to help us manage our practice for example in relation to our financial

performance, client base, work type or other efficiency measures

- updating and enhancing client records
- preventing unauthorised access and modifications to systems
- preparing and filing statutory returns
- ensuring safe working practices, and monitoring and managing staff absences and staff access to systems and facilities
- staff administration and assessments, monitoring staff conduct, and disciplinary matters
- debt collection
- external audits and quality checks

23.2 Our use of your personal data is subject to your instructions, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

23.3 Sprake & Kingsley is a data controller for the purpose of the GDPR and other relevant data protection legislation. We have nominated Karen Phillips as the firm's representative for the purpose of the GDPR.

23.4 We take your privacy very seriously. Please read the Privacy policy sent with the Terms of Business carefully as it contains important information on:

- what personal data we collect about you and how that data is collected
- how, why and on what grounds we use your personal data
- who we share your personal data with
- where your personal data is held and how long it will be kept
- whether your personal data may be transferred out of the European Economic area and, if so, the measures taken to protect that data
- your rights in relation to the personal data we hold or use
- the steps we take to secure your personal data
- how to make a complaint in relation to our use of your personal data
- how to contact us with any queries or concerns in relation to your personal data

23.5 Further copies can be requested from our office Manager and it is available on our website

24. **Storage of documents**

24.1 After completion of the matter, we are entitled to keep all your papers and documents while money is owing to us.

24.2 In property related transactions, we will keep our file of papers (except for any papers which you ask to be returned to you) for the period of time required by the Solicitors Regulation Authority. In all other cases, we will keep our file of papers (except for any papers which you ask to be returned to you) for at least six years and on the understanding that we have your authority to destroy the file six years after sending you our final bill.

24.3 We may indefinitely keep any information about you and your matter held in a digital format.

24.4 We will not destroy documents you ask us to deposit in safe custody.

24.5 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 make a charge based on time spent 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 the instructions given by you or on your behalf.

25. **Intellectual property rights**

25.1 We retain full and exclusive ownership of all copyright and all other intellectual property rights in all documents, advice and other works (in any form including, without limitation, in electronic form) we create, develop or generate for you in the course of providing the services (including, without limitation, working and draft documents and advice as well as final documents and advice). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use and reproduce such documents, advice and other works solely for the purposes for which such services were provided by us and not otherwise. If you do not pay us in full for such services in accordance with paragraph 17 we may, on giving you notice, terminate that licence with immediate effect (in which event you shall not use or reproduce such documents, advice or other works for any purpose) and we will only again grant such licence to you once full payment has been made to us for such services.

25.2 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 retained.

25.3 If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as name, addresses or descriptions) which might reasonably enable you to be identified.

26. **Financial services**

26.1 We are not authorised by the Financial Conduct Authority. However we are included on the register maintained by Financial Conduct Authority so that we can carry on insurance mediation 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

26.2 If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. We may, however, provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

26.3 The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The

Legal Ombudsman has formal powers to resolve complaints about solicitors. If you are unhappy with any investment or insurance advice you receive from us, you should raise your concerns with either of those bodies.

26.4 Our role is as legal adviser and therefore it is not generally part of our function to give advice on the merits of investment transactions or to act as a broker or arranger. Accordingly, we have assumed that your decision to discuss or negotiate any particular transaction, and any decision actually to enter into any transaction, will be made by you on the basis of your own assessment of the business, financial and policy aspects of the matter. In any event, it is not part of our role to communicate invitations or inducements to engage in investment activity on behalf of clients, and therefore nothing we say (by whatever means of communication) or do, should be construed as an invitation or inducement to you, or to anyone else, to engage in investment activity.

27. Provision of Service Regulations 2009

We comply with the above regulation by displaying the required details of our Professional Indemnity Insurance in our office.

28. Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties, and employees. Please contact us if you would like a copy of our equality and diversity policy.

29. Exclusions and Limitations of Liability

29.1 If we are prevented by circumstances beyond our reasonable control from providing the services we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances. If as a result of those circumstances we are unable to meet any deadline or complete the services by any estimated date of completion or at all:

29.1.1 any such failure on our part will not constitute a breach of the agreement between us;

29.1.2 we will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and

29.1.3 any estimated date for completion of the services will be extended accordingly.

29.2 We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequences of, any event or change in the law (or its interpretation) which occurs after the date on which the relevant service is provided.

“Sprake & Kingsley” & “Sprake & Kingsley Solicitors” are trading names of Sprake & Kingsley LLP, a limited liability partnership registered in England and Wales (LLP Number OC422486)

Registered office:

16 Broad Street, Bungay, Suffolk, NR35 1EN

Sprake & Kingsley LLP is authorised and regulated by the Solicitors Regulation Authority - No 655378

29.3 We shall not be liable for any indirect loss or damage or any loss of profit, income, anticipated savings, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.

29.4 The liability of Sprake & Kingsley for any claim in contract, tort, negligence, for breach of statutory duty or otherwise, for any loss or damage, costs, other charges or any contractual or statutory interest howsoever caused arising out of or in connection with our services shall, in relation to each matter, be limited to the sum of £7 million.

29.5 Nothing in these Terms shall exclude or restrict our liability to you for death or personal injury resulting from our negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited or excluded under any applicable law or regulation.

30. Complaints

30.1 We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, or about a bill, please contact the person acting, or the Supervising Partner whose name is given in the Schedule to the Client Care letter. If that does not resolve the problem to your satisfaction, then you may take the matter up with David Sprake, our Complaints Partner.

The firm has a complaint procedure and a copy is available on request.

30.2 If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ Tel 0300 555 0333 email:

enquiries@legalombudsman.org.uk
[or www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

to consider the complaint. You must give us a chance to resolve your complaint before the Ombudsman can get involved and you should allow us at least eight weeks to resolve your complaint. You should contact the Ombudsman as soon as you can and within six months of your last contact with us.

30.3 There may also be a right to object to the bill by applying to the Court for an assessment of the bill under Part III of The Solicitor’s Act 1974.

31. Applicable law

31.1 Any dispute or legal issue arising from our Terms of Business will be determined by the Law of England & Wales, and considered exclusively by the English and Welsh courts.

31.2 The firm, its solicitors and all fee earners are only qualified to advise on English Law within the jurisdiction of England & Wales.

A list of the members is available for inspection at the registered address together with a list of those non-members who are designated as Partners. We use the word “Partner” to refer to a member of the LLP or an employee with equivalent standing and qualification.

The firm’s VAT number is 106096880