

This guide tells you what you can expect in your dealings with Harold Stock & Co (“HS&Co”) and what you can do if you believe that service standards are not being met. It also sets out our Standard Terms of Business with you.

References in these Terms to “we”/“us” shall be deemed to be references to HS&Co. The term “partner” is used to refer to a Director of Harold Stock & Co. Solicitors.

Harold Stock & Co Solicitors is a trading name of Harold Stock & Co Limited, a Limited Company registered in England and Wales (Company Registration Number 07201476). Registered office: 55-57 Stamford Street, Mossley, Tameside, OL5 0LN. Harold Stock & Co. Solicitors is a ‘recognised body’ as defined in the SRA handbook, authorised and regulated by the Solicitors Regulation Authority in the United Kingdom (SRA No: 535629). Our professional rules may be accessed at [www.sra.org/handbook](http://www.sra.org/handbook).

### 1. Hours of Business

Our standard opening hours are Monday to Friday 9am to 5pm. Messages can be left on the answer phone outside those hours and appointments can be arranged at other times when this is essential.

### 2. Supervising Partner and Responsibility for Client Matters

a) A Supervising Partner will be appointed for every HS&Co client. Your Supervising Partner is responsible for ensuring that every aspect of the service provided to you by us is of the highest possible quality and meets the standards of service and performance you are entitled to expect. Your Supervising Partner is the person named in your engagement letter.

b) With your agreement, the day to day conduct of your business will be assigned to the person believed to be most appropriate to handle it, subject wherever necessary, to the supervision of a Supervising Partner or a Solicitor, taking into account factors such as the nature of that business and its value. We will notify you of the name and status of that person, and, if any different, the name of any Supervising Partner.

c) All, or part, of the work may be delegated, or transferred entirely, if circumstances require it, to another person, in which case we will notify you as soon as practicable of the name and status of that person.

### 2. Charges

a) Charges for work carried out for you by us will be fair and reasonable.

b) Unless otherwise agreed, our charges are, in accordance with guidelines laid down for Solicitors, determined by reference to a number of factors, the most significant of which is the time spent on the matter. This includes, but is not limited to, time spent travelling, unless otherwise agreed with you, and time spent on routine correspondence, as well as making and receiving telephone calls.

c) In addition to our charges, we may incur expenses (which are called disbursements) from time to time covering (amongst other things) Counsels’ fees, experts’ fees, courier charges, enquiry agents’ charges, property search and enquiry fees, Court fees, valuation fees, company law agents’ fees, company search fees and travel expenses. When we incur such disbursements, we will incorporate these in our next bill to you or send a separate ‘Disbursement Only’ invoice

to you.

d) We may also recover from you other miscellaneous charges, not incorporated within our hourly rates, representing:-

- (i) car travel incurred on your behalf at our current rate per mile;
- (ii) other travel costs (for example rail and air tickets) in the amounts invoiced to, or incurred by, us;
- (iii) Professional indemnity top up premiums should you require cover over and above the otherwise applicable limit of indemnity of our insurance referred to in clause 10 below.

e) Unless otherwise agreed, your liability for our charges and disbursements, calculated on the above basis, commences from the moment that we are instructed and covers the initial advice that we may give as well as any subsequent work that we carry out pursuant to that advice.

f) We will provide regular updates on the amount of our charges and disbursements at appropriate stages.

g) The method of charging/charging rates applicable to your matter will be agreed with you in advance and confirmed in writing either by your Supervising Partner or the person having day to day responsibility for your work. All charges and some disbursements are subject to VAT (where applicable).

h) Any rates agreed with you will be subject to periodic reviews and any changes notified to you as soon as possible.

i) Any quotations given are given on the assumption that the matter is not unusually urgent, complicated, or time consuming, except where the quotation may expressly cover such matters and is signed by a Solicitor of HS&Co.

j) If we agree to act for you on a basis where the amount of our charges is determined by the outcome then this will be subject to a separate written agreement. Where there is any difference or conflict between the terms of such written agreement and these standard terms or business then these terms shall prevail.

k) To the extent that there is no separate agreement between us with regard to such charges, we reserve the right to charge for costs incurred in complying with any statutory, professional or regulatory provisions in relation to the work we do for

you, or incurred in connection with our acting for you, including, but not limited to, the Money Laundering Provisions (as defined in clause 9).

l) In the event that we stop acting for you on whatever basis in accordance with the provisions of clause 8 below, unless otherwise agreed, you will be liable, as set out in this clause, for all charges and disbursements incurred up to the point that we stop acting for you, despite the fact that we may not have completed what we were instructed to do. You will also be liable for such further charges or disbursements which we may unavoidably be required to incur (for example, in litigation we may have to apply to the Court for a Court Order removing us from the Court’s records as acting on your behalf or we may have to take steps to seek to protect your position until you have been able to make other arrangements). We may also charge you (at our standard rate) for the cost of extracting files or data and delivering the same to you.

### 3. Bills

a) Bills rendered by us will clearly show the work being charged for.

b) Where we are instructed by more than one person jointly, liability for our charges, disbursements and VAT is shared between those persons on a joint and several basis so that we may recover from any one or more of those persons individually or together for the full amount of our charges, disbursements and VAT notwithstanding any agreement which may be reached between those persons.

c) Unless otherwise agreed, we will submit interim bills at regular intervals determined by ourselves. All such bills will be regarded as final bills for the work done to the date referred to in the bill, unless otherwise specified at the time.

d) Unless specific terms of payment have been agreed, bills, whether interim or final, should be settled upon receipt, interest may be charged on bills that are not paid on time at 2% above the Royal Bank of Scotland’s base rate from time to time after one calendar month has elapsed from the date of the bill until payment.

e) You may be required to make payments of anticipated charges and disbursements in certain circumstances. These are known as payments on account.

f) In particular, we have the right to request payment for work before it is commenced

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- and to suspend or terminate all or any part of your instructions to us and any work done for you, without further obligation to you, in the event that any such request for a payment on account or any bill remains unpaid. This right can be exercised by us in relation either to the matter on which the particular request or bill remains unpaid or any or all other matters, whether or not amounts remain unpaid in respect of such other matters.
- g) We may apply any amount held on your behalf on any matter in our Client Account in or towards payment of any sum requested or due from you as regards any other matter whether on account or in respect of an interim, disbursement only, or final bill or interest, or any combination of these.
- h) In addition to any right that we may have at law, we are also permitted to retain your files or any of your papers or property or sums held by us on your behalf until all monies due from, or payable by you to us (whether billed or unbilled) have been paid. This is known as a lien.
- i) If we are acting on behalf of a Limited Company the Directors of that Company will be deemed to indemnify this firm against any outstanding liabilities to it in the event that the Company becomes insolvent and in consequence thereof, or for any other reason, unable to discharge such liabilities, the Directors of the Company hereby agree to settle such liabilities from their personal resources.
4. **Costs Payable by and to Other Parties**
- a) It is important to remember that, notwithstanding any agreement reached with, or the liability of, someone else in relation to costs (for example pursuant to a Court Order), it is your primary responsibility to pay our charges and disbursements in respect of any matter which we handle for you.
- b) The fact that a Court Order for costs may be made in your favour is no guarantee that such costs can be recovered from your opponent who may not be in a position to make payment whether in whole or in part.
- c) In Court proceedings where judgment is obtained in default, only nominal fixed costs can be recovered. These will only partly reimburse you for the costs which you have to pay us but the balance of our charges, disbursements and VAT will still be payable by you.
- d) Unless only fixed costs are payable, the amount of costs recoverable from other persons in Court proceedings is entirely at the discretion of the Court and tends to be recoverable at a lower rate than that charged by us to you. This will mean that, if any costs are recoverable at all, only a proportion will be recoverable and the balance will be payable by you.
- e) Any payment made by, or recordable from, another party in respect of our charges, disbursements or VAT does not release you
- f) If costs are payable by someone else, then we may charge you for any steps which have to be taken to seek to recover those costs from that person, either on the basis set out in these standard terms of business or as otherwise agreed.
- g) In litigation matters, if you are unsuccessful, either in relation to a specific application, or upon final conclusion of the proceedings, you may be ordered to pay your opponent's costs. In that event, we may have to request an immediate payment to cover any such costs,
5. **Cash Payments, Use of Client Account and Source of Monies paid to us**
- Please note that:-
- a) We cannot accept cash amounts of more than £500 in payment for any invoice, or any sum, due from you to us, or payable in relation to any matter.
- b) We cannot allow our client account facilities to be used other than for handling payments in relation to a matter which we are dealing with on your behalf, and only in accordance with any current applicable SRA Accounts Rules, details of which are available on request.
- c) We are required to satisfy ourselves of the source of any money which you pay us. We require a minimum of 14 days in which to do so unless, in our sole discretion, we agree to accept shortened notice. We therefore require at the outset of any transaction to know the details of the account from which funds are to be paid and may also require proof of the original source of the money. If we do not receive 14 days' notice of the source of the funds, or if the money comes from a source other than that which you have previously identified, or in any event, if we are unable to satisfy ourselves as to the original source of the money, we may decline to proceed within the expected timescales or at all and we shall not be liable for any losses caused by this. We reserve the right to make additional charges for any additional checks required to establish the source of funds.
6. **Queries**
- If you wish to query a bill, please let us know as soon as possible. This does not, of course, affect your right to approach The Legal Ombudsman or the Court for assessment of our bill. This means that our bill will be independently verified by the Court.
7. **Interest and Commissions**
- a) If we hold money on your behalf, we will account to you for interest earned on it in accordance with the law, although we may be entitled to offset any such interest against monies due to us in accordance with clause 3(g) above.

- b) As part of carrying out your instructions to us, we may need to hold your money in our client account. In holding client's money, we have an obligation to pay interest on that money at a fair and reasonable rate and are required to put in place an interest policy; this policy sets out the guidelines for when interest will be paid and is summarised below.

We aim to account to you for interest at 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. In most cases we must ensure that money held on client account is immediately available and so the need for instant access is taken into account when setting the rate of interest payable by us.

We align our interest rates paid on both monies held on general client account and separate designated deposit account to the Royal Bank of Scotland. This rate is likely to change from time to time.

Where amounts are held outside of a general client account or separate designated deposit 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.

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). As such it is your responsibility to inform HMRC of amounts interest received from us and the implications of this will depend upon your own financial circumstances. Where interest is held on a separate designated deposit account interest is usually paid net of tax (unless you have signed a declaration confirming your entitlement to receive bank interest gross). The same rate of interest will be paid on money held in general client account as will be paid on money held in a separate designated deposit account assuming that this will offer a fair and reasonable outcome for the client and the firm.

Under the European Savings Directive regulations 2003/48/EC we are required to inform HMRC of payments of interest to relevant payees and residual entities in prescribed territories. Where 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.

Interest will be calculated from the time the funds become cleared for interest purposes, on cheques or banker's drafts this will be 4 days after the cheque or draft has been deposited with our bank. For amounts received by debit or credit card, interest will start to accrue from the date of the actual receipt, usually 3 days after the transaction has been authorised. For direct transfers or same day payments the funds become cleared on the day after receipt. Interest will be calculated on a daily basis and calculated on amounts held overnight from the day the funds become cleared for interest purposes.

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Interest will not be paid if the sum of money held is not exceeding the amount shown in the left column below for a time not exceeding the period indicated in the right column:

| Amount  | Period  |
|---------|---------|
| £1,000  | 8 weeks |
| £2,000  | 4 weeks |
| £10,000 | 2 weeks |
| £20,000 | 1 week  |

Interest will not be paid if the total amount calculated for the period that cleared funds are held is less than £20.00.

Interest will be calculated at the end of the matter and will credit the client ledger at that date.

c) In the event that commission is received by us from a financial institution, brokers or others, details of the commission and of the amount of commission, or how it is calculated, will be supplied. If we are to retain this commission, we will seek your consent, but make it clear that you will be entitled to withhold that consent.

### 8. Your right to cancel this contract if you are a consumer and Termination

a) Where we have not entered into our agreement to act for you at our offices, and if you are an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession, then you have the right to cancel this contract within 14 days without giving any reason.

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

We will require your written authorisation to commence work during the cancellation period.

To exercise the right of cancellation, you must inform us, Harold Stock & Co. Solicitors, 55-57 Stamford Street, Mossley, Tameside, OL5 0LN, phone 01457 835590, fax 01457 837410, email [info@haroldstock.com](mailto:info@haroldstock.com), of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the model cancellation form which is attached at the end of this document, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

b) If you cancel this contract, we will reimburse you all payments received from you, subject to what we say below if you requested us to begin the performance of services during the cancellation period.

c) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement

d) If you have requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

e) As well as being entitled to stop acting for you for the reasons given in clause 3(f) above, we also have the right to do so upon reasonable notice in writing if we are unable to obtain proper instructions from you to enable us to carry out your work effectively if you do not confirm acceptance of these terms or any agreed variation to them in writing, or if we believe that what you require us to do is unreasonable.

f) We also have the right to stop acting for you (whether on a permanent or temporary basis) if you do not provide satisfactory evidence of your identity under clause 9(b) below, or if we are otherwise required, or deem it appropriate, in our absolute discretion, to stop acting for you (whether permanently or temporarily) by virtue of compliance with our obligations referred to within clause 9 below (which, in certain circumstances, we are required and/or entitled to do so without giving you any written or other notice and/or giving reasons for doing so).

g) We search our records to protect you from conflicts of interest. Where a conflict arises or may arise (for example, where we find that your opponent is or has been our client), we may not be able to accept or continue working on your matter. We may act for two or more of you if there is no conflict. If a conflict arises during our retainer then we may have to cease to act for one or more of you.

### 9. Money Laundering

a) Under various UK and European enactments and regulations, we are under mandatory and sometimes complex obligations which require us to assist the relevant authorities in eradicating the laundering of the proceeds of crime and tax evasion. This process is known as "Money Laundering". The various UK and European enactments and regulations are subject to periodic re-enactment, amendment and revision and we are required to comply with whatever provisions are in force from time to time ("the Money Laundering Provisions"), and are subject to potential criminal and/or civil sanctions and liabilities in the event of non-compliance.

b) In particular, to enable us to comply with our obligations under the Money Laundering Provisions, whether or not you are a new client, before we can accept instructions from you, or at any time after we have been instructed, we may require you to supply us with satisfactory evidence of your identity, or if a company, other documents, for example, a copy of your latest accounts, a copy of your Certificate of Incorporation and evidence of the identity of your Directors or anyone who is believed to be involved in the management or

control of the company. This will also require us to ask you questions about yourself, about the source of any income, past or present, or how you acquired property or funds or how a particular business, trust or company, which we are asked to advise, is operated or funded, or even about the ultimate beneficial ownership of a company, trust or other legal entity.

c) For the same reason, in addition to our express rights under clause 5(b) above, where, with reference to our obligations under the Money Laundering Provisions, we have any doubts about the funding of a transaction by any third party or the legitimacy of any matter or transaction, then we reserve the right to delay progress or completion until we have satisfied ourselves of the identity of that third party or the legitimacy of the matter or transaction, and, without prejudice to any other limitation of liability contained in these terms, we will not be liable for any loss caused by such delay.

d) Under the Money Laundering Provisions we are also, in some cases, required to report to the relevant authorities, suspicions which we may have that a matter in which we are, or are asked to become involved in, is related, or being used, to facilitate Money Laundering as it is defined in the Proceeds of Crime Act 2002, or other relevant legislation, or if we suspect that you, or any party involved in the transaction or matter, is engaged in Money Laundering. By instructing us you thereby expressly authorise us to comply with the Money Laundering Provisions, including, but not limited to, notifying any relevant authorities of the matter in which we are or are asked to become involved, if we suspect that Money Laundering is, has, or may be taking place, or otherwise come under an obligation to so notify any relevant authorities. If, as a result of such suspicions, we make a report, your attention is drawn to the provisions of clause 10(a) (i).

e) In the event that we make a report to the relevant authorities, we shall be under no obligation to advise you that such a report has been made, because, in doing so, we may potentially incur criminally and/or civil sanctions and liabilities, and shall be entitled to stop acting for you in relation to the transaction or matter pending the provision of permission to us from the relevant authorities to continue acting for you (if applicable).

f) We may from time to time use electronic databases to enable us to verify information you have given to us to enable us to fulfil our obligations under the Money Laundering Provisions.

### 10. Mortgage Fraud

When we are also acting for your proposed lender in a conveyancing or commercial or business transaction, we have a duty to reveal to your lender all relevant facts about the purchase and mortgage.

This includes:

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- a) any differences between your mortgage application and information we receive during the transaction,
- b) any cash back payments or discount schemes that a seller is giving you
- d) Without prejudice to any exclusion or limitation of liability contained in these terms, and subject to any legal or professional restriction on excluding or limited liability, any claim made against us must be notified to us in writing within 2 years of completion of the matter, or in relation to a series of matters, the last in time of any such matters to which the claim relates, failing which all liability will be excluded.

Indemnity Insurance Rules for a policy of qualifying insurance and in the event that the amount set out in sub clause 10(a)(ii) above is below the Minimum Cover Amount, the Minimum Cover Amount shall apply instead of the figure of £3,000,000 referred to in that sub clause.

### 11. Limitations on our Liability

- a) We try not to make mistakes and to maintain the highest levels of service but in the event that we are found to be liable to you, we are insured, subject to policy terms and conditions. However, the amount for which we are insured is subject to financial limitations. In any event, by these terms of business, unless specifically agreed in writing to the contrary in relation to any particular matter by a Solicitor at HS&Co, and as regards any liability which we would otherwise have to you, or any third party, in respect of all loss or damage claimed, or any costs incurred, on whatever basis claimed (whether in contract, tort or otherwise), subject to clause 10(h) below, we:-
  - (i) exclude any liability of whatever nature arising as a direct or indirect consequence of our compliance in good faith with the Money Laundering Provisions referred to in clause 9 of these terms of business, or any other statutory, professional or regulatory obligation (and, for the avoidance of doubt, this includes liability for delays caused by our having to seek consent from the relevant authorities pursuant to the Money Laundering Provisions); and
  - (ii) without exclusion (i) in any way being affected, and unless otherwise agreed between us, in all cases limit our liability, in total to the maximum aggregate sum of £3,000,000 (including interest and costs) for any claim or claims arising out of:-
    1. the same act or omission;
    2. a series of related acts or omissions;
    3. the same act or omission in a series of related matters or transactions;
    4. similar acts or omissions in a series of related matters or transactions
- b) If we are jointly or jointly and severally liable to you with any other party, whether or not you in fact claim against another party, we shall only be liable to pay you the proportion which is found to be fairly and reasonably due to our fault. We shall not be liable to pay you the proportion which is due to the fault of another party or for which another party would otherwise be liable.
- c) Any sum due from us to you shall be reduced by the proportion for which another party would have been found liable if either –
  - (i) you had also brought proceedings or made a claim against them; or
  - (ii) we had brought proceedings or made a claim against them under the Civil Liability (Contribution) Act 1978 or any similar
- e) The only duties owed to you in contract or tort for advice or services provided to you will be owed to you by HS&Co and not by individual employees or Solicitors of HS&Co. You agree that that you will not bring any claim in connection with advice or services provided to you, whether on the basis of contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise against any Solicitor or any employee of HS&Co but this will not limit or exclude the liability of HS&Co (subject to the terms set out in this clause 10) for the acts or omissions of its Solicitors or employees. This clause is intended to benefit HS&Co and such employees or Solicitors who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any benefits or rights conferred by this agreement on any third party by virtue of that Act, the parties to this agreement may agree to vary or rescind this agreement without any third party's consent.
- f) Without prejudice to any other exclusion or limitation on liability (and subject to clause 10(h) below), we exclude all liability for any loss or damage, whether direct or indirect, caused by any communication, whether by post, fax or e-mail, being misdirected or intercepted by third parties.
- g) Any exclusion of, or limitation on, our liability contained in this agreement shall apply to work done under this agreement and any future work unless we agree different terms with you. Without prejudice to reliance on clause 10(e) above, and subject to clause 10(h) below, any such exclusions of, or limits on, liability contained in this agreement are intended pursuant to the Contracts (Rights of Third Parties) Act 1999, to benefit any Solicitors and employees against whom you may seek to claim, on any ground whatsoever.
- h) Nothing in these terms shall exclude, restrict or prevent action in respect of any liability arising from fraud, dishonesty, or reckless disregard of professional obligations or for death or personal injury caused by negligence, or other liabilities which cannot lawfully be limited or excluded.
- i) The provisions of this clause shall in any event be subject to Chapter 1 of the SRA Code of Conduct, or any other similar requirements in force at the relevant time, which provides that any financial limitation on liability should not be below the minimum level of cover ("Minimum Cover Amount") required by the Solicitors

- j) If any part of these terms which seeks to limit or exclude liability (including provisions as to amount, or compliance or purported compliance with the Money Laundering Provisions) is found by a Court to be void or ineffective on the grounds that it is unreasonable or does not accord with any professional obligation, or otherwise, the remaining provisions shall continue to be effective.

### 12. Advice on Investments and Insurance

If during this transaction you need advice on investments (which may include advice on insurance products), we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not so authorised under the Financial Services and Markets Act 2000 ("FSMA"). However, we are included on the register maintained by the Financial Conduct Authority so that we can, where this is closely linked to the legal work we are doing for you, provide certain limited services in relation to investments and carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the Financial Conduct Authority website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register). The Law Society is a designated professional body for the purposes of FSMA but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body established under the Legal Services Act 2007.

### 13. Banking and the Financial Services Compensation Scheme

- a) HS&Co bank with Royal Bank of Scotland and money held by HS&Co on behalf of clients will be held in an account at that bank unless alternative arrangements have been indicated to the Client in writing
- b) Individuals and small businesses (but not larger businesses) may be entitled to the protection of the Financial Services Compensation Scheme for funds deposited in the Solicitors' client account as if the funds were deposited by the Client direct with Royal Bank of Scotland. Further details of eligibility can be found on [www.fscs.org.uk](http://www.fscs.org.uk). If the Client holds other money in any deposit taking institution covered by the same banking licence as Royal Bank of Scotland then this may affect the entitlement of the Client to compensation under the Financial Services Compensation Scheme.
- c) Where HS&CO have complied with the requirements of the Solicitors Act 1974 in depositing funds in a client account at a bank or building society they will not be held responsible by the Client for any loss

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caused by or resulting from the collapse of the financial institution holding that money.

us otherwise, we shall assume that you have no objections.

including the documents we draft on your behalf shall be owned by HS&CO and nothing in these terms and conditions shall constitute a transfer of those IPR to you.

We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the matter you have instructed us on. If you do not pay us in full for our services, we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

### Copies of Documents

Any request(s) for copies of documents or works drafted by us on your behalf or held on file shall be provided in hard copy or PDF format only. We are not obliged to provide copies of documents in any other format, for example "word documents".

### 16.2 Opinions from Barristers and other Third Parties

We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

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

### 17. File Retention

Subject to these terms, and to some exceptions (details of which can be provided upon request), the hard copy of the file which relates to your transaction belongs to you. Unless requested by you, all files will be retained by us for a minimum of 6 years. Thereafter, at our discretion, they may be destroyed, unless you have requested in writing that we retain or forward the file to you

### 18. Complaints

- a) If you feel you have not received a proper service from us, you should initially contact the person having day to day conduct of the matter concerned, or your Supervising Partner referred to in the client care letter attached hereto.
- b) If the problem cannot be resolved informally then the matter will be dealt with under our Complaints Procedure.
- c) Details of our Complaints Procedure will be sent to you on request.
- d) We shall look at any complaint carefully and promptly and do all we can to explain the position to you. If we have given you less than satisfactory service, we shall try to do everything possible to put it right.
- e) If you are not satisfied by our response, you may refer the matter to the Legal Ombudsman to consider the complaint. The

- d) Where HS&CO have provided a professional undertaking on behalf of the Client in reliance on funds held for that Client in a Solicitors' client account and the funds are not subsequently available to HS&CO due to the collapse of the financial institution holding that money then the Client will as soon as reasonably practicable provide replacement funds to H&CO and compensate HS&CO for any costs interest and other expenses that may have been incurred by HS&CO in seeking to honour their professional undertaking in the absence of sufficient funds from the Client

### 14. Communication, Data Protection and Client Confidentiality

- a) We will communicate with you by the most appropriate means. This may be by letter, telephone, fax or e-mail. In relation to e-mail, we would ask you to note that the internet is less secure than other communications media and is susceptible to both error as to destination and delay and e-mails can sometimes fall into the hands of third parties. Your attention is drawn to the terms of sub-clause 10(f).

- b) Subject to clause 9, maintaining confidentiality of information is of paramount concern to us and we are registered and comply with the data protection laws of the United Kingdom. Where you are an individual, sole trader or Partnership, under the Data Protection Act 1996 ("DPA"), we are required to tell you that your details will be held on our database and that HS&Co is the Data Controller for the purposes of the DPA. In those circumstances, we will process your data for the purposes of carrying out your instructions and it will be processed in accordance with our Privacy Policy. However, as part of our commitment to excellence of service, we regularly provide our clients with details of seminars; in-house workshops and bulletins which we feel may be of use to you. Should you not wish to receive this information, please inform your Supervising Partner in writing.

- c) Outsourcing of Work

In common with many law firms, we outsource certain support functions such as information technology and some reception services. We may occasionally ask other companies or people to provide secretarial or paralegal services on our files to ensure that work is done promptly. We may also refer our file to counsel, an expert or a costs draftsman for specialist advice. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

- d) We monitor the professional standard of our work and we may want a small number of our files to be audited confidentially by external auditors to ensure we maintain our quality standards such as CQS and Lexcel. Please let us know in writing if you object to your file being submitted. Unless you notify

- e) Please note that in all road traffic accident personal injury claims, solicitors are now required to undertake an askCUE search utilising your full name, address, date of birth and national insurance number. The askCUE PI (personal injury) service allows approved solicitor organisations to check their client's records held on the CUE PI database in order to detect fraud or discrepancies in information before a claim is submitted. By signing a copy of this letter you are providing your consent for an askCUE enquiry to be made utilising your personal details as described above. .

### 15. Instructions from Joint Parties

- a) Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

- b) Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

- c) If any joint client asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

### 16. Intellectual Property Rights (IPR)

IPR means: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

All IPR in or arising out of or in connection with, HS&CO, the services we provide to you

## Standard Terms of Business

contact details for the Legal Ombudsman are as follows:

PO Box 6806, Wolverhampton, WV1 9WJ, phone 0300 555 0333

The time limit for you to make a complaint to the Legal Ombudsman is six months from our final response to the complaint.

### 19. Non-Solicitation

You undertake that for the period during which this firm acts or provides advice in relation to any matter and for a period of 6 months after the completion of the last matter upon which we have been instructed by you, you will not:-

- a) solicit or entice away (or assist anyone else in doing so) any member of our professional staff with whom you or any of your employees have had dealings in connection with any matter during the 12 months immediately prior to your approach; or
- b) employ any such person or engage them in any way to provide services to you whether independently or as a Solicitor or employee of any other firm or company. This undertaking shall not apply in respect of any member of our staff who, without having been previously approached directly or indirectly by you, responds to an advertisement placed by you or on your behalf.

### 20. Professional Indemnity Insurance

We maintain compulsory professional indemnity insurance of at least £3 million, each and every claim. Details of the minimum terms for the compulsory insurance, including territorial coverage, can be found at: [www.sra.org/solicitors/handbook/indemnityins/appendix-1/content.page](http://www.sra.org/solicitors/handbook/indemnityins/appendix-1/content.page). Further details are available on our website, setting out the name and contact details of our primary layer insurer for the current policy year.

### 21. Equality and Diversity

We have a policy on Equality and Diversity. A copy of this is available on request.

### 22. General

- a) Unless we agree in writing to the contrary, the advice provided and the work carried out by us in relation to any matter is intended to be relied on only by you and by no other person.
- b) Save as to provided in clause 10(e) and in relation to Solicitors and employees who may, by virtue of sub-clause 10(g) above, rely on the limits and/or exclusions on/of liability contained in this agreement, a person who is not a party to the terms of our engagement by you shall have no right to enforce or rely on any of its terms under the Contracts (Rights of Third Parties) Act 1999. You agree not to make our work, including any advice given to you, available to third parties without our written permission, and we accept no responsibility to third parties for any aspect of our professional services or work that is made

available to them.

- c) Unless specifically agreed by us in writing on each occasion, we can only advise on English jurisdiction, law and procedure (this covers England and Wales, but not Scotland, Northern or Southern Ireland, the Isle of Man or the Channel Islands). If the matter involves issues of non-English jurisdiction, law or procedure, subject to your agreement, we shall engage lawyers qualified in the relevant country to provide specific advice on those aspects.
- d) Any matter upon which we act for you may give rise to tax and/or accountancy implications. Unless specifically agreed in writing, we do not provide any tax or accountancy advice nor undertake to advise you on any such tax implications. We would therefore expect your accountants/tax advisers to deal with all issues relating to tax and accounting arising in respect of or in connection with the particular matter and your tax and accounting matters generally. The responsibility for instructing your accountants/tax advisers will, unless otherwise agreed in writing, be yours.
- e) Any advice provided by us will be based and dependent upon the instructions, information and documentation supplied by you and those people whom you have specified will instruct us on your behalf. We will not be responsible for any consequences which may arise from a delay or failure by you, or them, to give us the instructions, information and documentation which we require.
- f) Whilst we may be obliged to advise you to consider whether the expected results of our involvement will justify the costs that will be incurred and, in appropriate cases, on the risks of not achieving those results, we cannot advise on the merits of any transaction that you may be entering into; for example, we cannot advise on whether a property or business you are buying is worth what you are paying. In particular, you will remain responsible for any commercial decisions you make.
- g) Any failure by us to pursue our legal rights or any relaxation of any of them shall not be taken as a waiver or compromise of any such rights.
- h) Except where the context otherwise requires, each of these terms shall be regarded as independent of every other term so that if any such term or the application of any such term to any person or to any circumstance is found to be invalid or unenforceable, then such finding will not affect any other term or the application of such term to any other person or circumstance.
- i) These terms of business shall be governed by and interpreted in accordance with English law and any claim arising out of any matter we handle for you shall be subject to the exclusive jurisdiction of the English Courts (save in relation to the enforcement of any Judgment obtained by us against you). Each party irrevocably waives any right it may have to object to an action being

brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.