ARNOLD GREENWOOD

TERMS OF BUSINESS

Terms of Business

Contents

1. Introduction

1.1 The purpose of these General Terms of Business ('the Terms') is to set out the basis upon which we will act for you. It is our aim, at all times, to provide you with the best service and advice possible.

All of our work is carried out in accordance with these Terms unless we expressly agree anything else with you in writing. Arnold Greenwood Solicitors Ltd is governed by Codes of Conduct and other professional rules details of which can be found at:

www.sra.org.uk

Where there is a conflict between the Terms and our Client Care Letter we send to you, the Client Care Letter will prevail over the Terms.

1.2 Please read these Terms carefully before signing and returning one copy to us.

2. Definitions

2.1 **Contract**: means the agreement between you and the firm as set out in the Terms of business, client care letter and any other documents referred to within either the Terms of business or the client care letter.

2.2 **These Terms**: means these Terms of Business.

The firm or **this firm**: mean Arnold Greenwood Solicitors Limited trading as Arnold Greenwood Solicitors and not any individual or group of individuals within the firm.

2.3 **Partner**: means a Director of Arnold Greenwood Solicitors Limited.

2.4 **We, us** and **our** (and other relevant first person Terms): mean refer to the firm as a legal entity and not to any individual or group of individuals within the firm.

2.5 **You**: means each and every party to this contract (other than us).

2.6 In relation to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

a) **Consumer**: means an individual acting for purposes which are wholly or mainly outside of that individual's trade, business, craft or profession.

b) **Trader**: means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf. The firm is a trader for the purposes of these regulations.

c) **Distance contract**: means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

d) **Off-premises contract**: means a contract between a trader and a consumer which is any of these:

i) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

ii) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

iii) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;

iv) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.

e) **Conclusion of the contract**: means the date you sign the client care letter to confirm acceptance of our Terms of Business or the date from which you continue to provide us with instructions following receipt of our Terms.

f) **Cancellation period**: means 14 days from the day of the conclusion of the contract.

3. Terms of business

3.1 These Terms may not be altered unless agreed in writing by a Partner.

3.2 You should read these Terms carefully, along with your client care letter and any other documents referred to within that client care letter, as these documents set out the basis on which we will provide services to you and form the contract between us.

3.3 By accepting these Terms, you are entering into a contract with the firm.

4. Responsibilities

4.1 Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and discussing with you whether the potential outcomes justify the expense and risks involved with your matter.

4.2 Once a matter has ended, unless we expressly agree in writing otherwise:

a) we are not responsible for updating our advice or documentation to reflect any later changes in the law or practice; and

b) we will not remind you about future deadlines or obligations relevant to that matter.

4.3 You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.

5. Instructions

5.1 If we are advising more than one person (whether individuals, companies or other entities), we will, unless otherwise agreed in writing, act for those persons jointly and severally.

5.2 If you are instructing us jointly, it is your responsibility to tell us straightaway if you require more than one person to give us instructions in relation to your matter. Otherwise, we will accept instructions from any one person.

5.3 If you are a company or other commercial entity, it is your responsibility to tell us at the outset if you require more than one director (or equivalent) to give us instructions.

6. Information about this firm

6.1 The firm's contact details are:

a) **Name: Arnold Greenwood Solicitors Ltd**, trading as Arnold Greenwood Solicitors

b) **Constitution:** Limited Company, registered in England and Wales with company number 7835232
A list of Partners is available for inspection at our registered office.

c) **Address**: Exchange Chambers, 8 & 10 Highgate, Kendal, Cumbria, LA9 4SX.

d) **Contact number:** 01539 720049

e) **Email:** info@arnoldgreenwood.co.uk

f) **Website:** www.arnoldgreenwoodsolicitors.co.uk

g) **Hours of business:** 9am – 5pm Monday to Friday.

h) **VAT number:** 153563369

6.2 We are authorised and regulated by the Solicitors Regulation Authority (SRA) and our SRA ID number is 565995 This means that we are required to comply with a number of professional rules set out in the SRA Standards and Regulations which you can view at https://www.sra.org.uk/solicitors/standards-regulations/.

6.3 The SRA Indemnity Insurance Rules, in force from time to time, require us to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our office or made available upon request.

7. Lexcel Accreditation

The firm has been awarded the Law Society Lexcel Accreditation with effect from 6th December 2001. The firm will be assessed annually to ensure that it complies with the relevant standards. An assessor may need to check your file as part of the firm's assessment. Your consent to your file being assessed will be implied unless you notify us in writing that you do not wish for your file to be assessed.

8. Conveyancing Quality Scheme

Arnold Greenwood Solicitors is accredited as part of the Law Society's Conveyancing Quality Scheme. The scheme is designed to improve the transparency of transactions, raise service levels, provide better communication and a more efficient process. In order to achieve this, we need your authority to share information with other parties involved in this transaction and any related chain of transactions.

By signing and returning the copy of this Client Care Letter you will be confirming that we have your authority to provide information to other parties in accordance with the Law Society Conveyancing Protocol. If you do not wish us to do so then please let us know immediately.

9. Equality and Diversity

Arnold Greenwood is 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.

10. Mortgage Fraud

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

11. Our charges

11.1 The basis for our charges will be set out in your client care letter. If we provide a fee estimate or quotation for a piece of work its effect is as follows:

11.2 An estimate is our indication, made in good faith with the information available at that time, of our likely fee for carrying out the work. An estimate may be subject to revision and does not amount to a contractual commitment by us to carry out the work for our estimated fee. We will tell you if it becomes apparent that our fees are likely to exceed our estimate and we will discuss your options.

11.3 A quotation will always be in writing and will set out the work which will be included and excluded and is given upon the basis of the information available that time. It is also subject to the circumstances remaining materially correct and not changing. If you accept a quotation then it becomes a contractual commitment for both you and us.

11.4 If work is carried out in excess of that specified then our additional work will be charged at our applicable hourly rates. We reserve the right to charge additional fees on the basis that material additional arises from circumstances which were known to you at the time of our quotation which were not disclosed to us or which are different from the envisaged when the quotation was given.

11.5 **Fixed fee services:**

If we charge on a fixed fee basis, this is based on the assumption that the work will be completed without any complications arising. If any unforeseen additional work is required, or if you change your instructions to us, we will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the person(s) dealing with your matter. In either case, we will not carry out any further work until any changes to our original estimate have been agreed in writing.

11.6 **Hourly rate services:**

a) Unless we have agreed a fixed fee quotation with you we will charge on an hourly rate basis. Hourly rates vary according to the experience of the person handling your matter. The hourly rates that apply to your matter are set out in your client care letter.

b) You will be charged for time spent on your matter which will include: any meetings with you (and any third parties); considering, preparing and working on papers; correspondence; making and receiving telephone calls; research; internal consultations; and travelling. Time is recorded and charged in six-minute units at the applicable hourly rate. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.

c) These rates do not include any enhanced rate which may be applicable or value element which may be applicable because the work has to be carried out quickly, in an inconvenient location or is particularly complex. An enhanced rate will only be added by prior agreement with you.

d) Our fees are quoted exclusive of Value Added Tax (VAT) you will be responsible for payment of the VAT on our fees at the rate applicable at the time that the work is completed.

e) We reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses. Where applicable, we will charge VAT on our charges and expenses.

f) Where we give you an estimate of costs, it is a guide to assist you in budgeting for your legal costs and is not fixed. We will do our best to keep you updated with the best costs information that we are able to provide at any one time. If you would like to agree a ceiling figure, above which we will not incur any further costs without your consent, please let us know as soon as possible.

g) We review our hourly rates from time to time, we will notify you in writing of any increase. If you do not accept the new rates after review, we reserve the right not to continue acting for you.

h) If, at any time during our retainer, you require a full breakdown of our fees and expenses incurred to date, please ask the fee earner responsible and this will be provided.

12. Payments on Your Behalf and Disbursements

We may need to make payments on your behalf. All disbursements (expenses) which we incur in working on your matter will be payable by you in addition to our charges. Examples of these expenses include but are not limited to Land Registry and Companies House fees; search fees; Stamp Duty Land Tax (and similar taxes); fees charged by experts, agents, couriers and barristers; court fees; travel expenses and subsistence; international telephone calls; use of on-line databases; and telegraphic transfer fees. VAT is payable on certain expenses, which you will need to pay in addition.

13. Paying our bills

13.1 In some cases, particularly when litigation is involved or when we may need to incur substantial expense on your behalf we may require you to provide a payment on account (payment in advance of us carrying the work out). Where we ask you for payment on account, we are not obliged to carry out any work on your matter until that payment has been made. A payment on account is not an estimate or fixing of charges, and our total charges may exceed the payment on account.

13.2 You must tell us straightaway if you have any form of legal expenses insurance that you think might pay for our bills.

13.3 If a third party agrees to pay our bills, you will remain responsible to us for payment until those bills have been paid in full.

13.4 Unless agreed otherwise, our bills are payable within 14 days of delivery. If we do not receive payment during this time, then we reserve the right to charge you interest on the outstanding amount at a rate for the time being payable on judgment debts (currently 8%). Interest will accrue from one month after the date of delivery of the bill to the date of payment and will be payable on demand. We may also retain any papers and documents belonging to you while payment for our bills is outstanding.

13.5 All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.

13.6 We are not able to accept cash payments. This is to ensure we compliant with the Legal Sector Affinity Group guidance. If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary.

13.7 If we are providing services to more than one person whether individuals, companies or entities and we are asked to deliver bills only to one person, those bills will remain payable in full by all persons that we provide services to under this contract.

13.8 Where we hold money on your behalf, because we have received funds on your behalf or you have made payment on account, we may use this money towards payment of our bills. We will advise you if we do this.

13.9 If you wish to dispute any invoice you should speak to the person responsible for the work within 7 days after delivery of the invoice.

13.10 You can make a complaint about a bill using the firm's complaints procedure which is available upon request. You may also have the right to complain to the Legal Ombudsman (see clause 18.7) or to apply to the court for an assessment of the bill under part III of the Solicitors Act 1974.

13.11 If you are a consumer and we have made a contract with you by electronic means you may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. That is at http://ec.europa.eu/odr.

14. Contentious matters

There are special arrangements regarding costs incurred in contentious matters. These will be sent to you separately where you are involved in or could become involved in any contentious matter. You will be responsible to us for our fees and disbursements regardless of any order obtained for payment of your costs by another party. Our costs are likely to exceed the sum which you could recover from any other party to the proceedings. You should also bear in mind that you may be ordered to pay the costs of the other party.

15. Your money

15.1 Interest Policy

a) All money received on your behalf will be held in a client account for you. Where we hold money in a client account for you, the SRA Accounts Rules require us to account to you for interest where it is fair and reasonable to do so in all the circumstances.

b) Our interest policy shall be kept under review and may change if the Bank of England base rate increases or decreases. You should note that monies held on a general client account may achieve a lower interest rate than other personal accounts as this reflects the fact there is an immediate access facility.

c) The period for which interest will be paid will normally run from the date on which the funds were received by us until the date of issue of any cheque or payment to you.

d) For cleared funds paid into a client account, the firm shall account for interest unless one of the following circumstances apply:

e) The amount of interest calculated on the balance held is £50.00 or less; or

f) The client money was held in cleared funds in client account for a period of five working days or less.

g) We will usually account to you for interest under our interest policy at the conclusion of your matter.

h) Where you obtain borrowing from a lender in a property transaction, we will ask that the lender transfer electronic funds to us one day prior to completion. If the lender issues a cheque, we will ask for the cheque to be with us at least 7 working days before completion to enable the cheque to clear. This will enable us to ensure that the funds are available for completion on the completion date. You should be aware that where this happens the lender may charge interest from the date of transfer of the funds or the date of the cheque issue.

i) Should you wish to contract out of our interest policy, please confirm your instructions to us in writing.

15.2 **Small Amounts**

From time to time after the conclusion of a matter we can receive small sums of money on behalf of clients, the costs of administering which are normally outweighed by the sum of money involved. It is our policy to distribute sums of less than £5.00 to local charities and by signing these Terms of Business you are authorising us to distribute these sums in this way.

We occasionally will need to return small amounts of money to you and we have discovered that when returning sums to clients of less than £10.00 our cheques remain uncashed, causing difficulties with our accounts and bankers. We will return sums of less than £10.00 to you by way of cash or usable stamps. Any sum over £10.00 will be paid to you by cheque or bank transfer. It will note be paid to a third party.

15.3 **Banking**

a) The firm operates its client accounts through Svenska Handelsbanken.

b) It is unlikely that we will be held liable for losses resulting from a banking failure.

c) The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, building societies, etc.). The FSCS can pay compensation (up to £85,000) to consumers if a deposit provider is unable, or likely to be unable, to pay claims against it. Some temporary high balances (up to £1,000,000) are also covered for up to six months; these relate to balances in transactions involving property, marriage, divorce, redundancy, unfair dismissal, personal injury, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate. Please ask for further details if you require them.

d) The £85,000 FSCS limit applies to an individual client, so if you hold other personal monies in the same deposit-taking institution as our client account, the limit remains £85,000 in total. Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so you should check with your deposit provider, the FCA or a financial adviser for more information. Further information regarding the FSCS can be found at www.fscs.org.uk, telephone number **0800 678 1100** or **020 7741 4100.**

e) If a banking failure occurs in relation to any deposit provider which holds money that we have deposited on your behalf, we will seek consent from you to disclose to the FSCS all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. Please note that if you withhold consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS where a banking failure occurs in relation to a deposit provider holding money which we have deposited on your behalf.

f) We will not be liable to repay any money that we hold for you in our client account which is lost as a result of a failure of the bank.

16. Limitation of liability

16.1 Our liability to you for a breach of your instructions shall be limited to £3,000,000.00 (three million pounds), unless we expressly state a higher amount in the letter accompanying these Terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain the terms above.

16.2 This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

16.3 **Proportional liability**: In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

16.4 **Third party liability**: If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

16.5 We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly, you agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, consultants or partners. The provisions of this paragraph are intended for the benefit of our employees, consultants and partners but the Terms of our engagement may be varied without the consent of all or any of those persons.

16.6 We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for fraud nor for death or personal injury caused by our negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s60(5) precludes the exclusion of such liability.

16.7 We do not accept liability to any person or organisation to whom our advice is not addressed who is not our client except where its nature gives rise to a duty of care in favour of a third party. Our advice is for your benefit only. Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16.8 Whilst we endeavour to ensure that our email and attachments are checked for viruses we cannot accept any liability for any loss or damage caused by viruses emanating from or relayed by this firm.

16.9 No other person may see or rely on our advice without our written consent and subject to the conditions that we impose at the time.

16.10 We do not advise (unless specifically confirmed to you in writing) and assume no responsibility for matters relating to:

a) Any tax issues (including VAT);

b) Any planning implications of any proposed purchase otherwise than to report to you on any relevant information provided by the results of a "local search";

c) We do not carry out physical inspections of property nor advise on the valuation, condition, suitability for proposed use nor the suitability of your mortgage or any other financial arrangements;

d) We do not advise on environmental liabilities and we will assume, unless you tell us otherwise, that you are making your own arrangements for environmental surveys or investigations. We may however need to obtain environmental searches to satisfy any lender, at your expense. We will not advise about any issues relating to possible contamination of any land which may be relevant to your purchase. We are not qualified to advise on the results of any environmental search; we can only report the results to you. You should bear this in mind as it is significant as a result of any potential liability which may arise at some point in future as a result of flooding or land contamination. If you have concerns, please discuss these with us.

16.11 We will **not** monitor critical dates in any documents which are held by us unless we have specific instructions from you to monitor and action any critical date and you have agreed to pay a charge for such monitoring.

16.12 Please ask if you would like us to explain any of the Terms above.

17. Foreign account tax compliance act (FATCA)

17.1 The nature of your instructions to this firm mean that you, trustees, beneficiaries and others including this firm and those acting for you and with you, either as a lawyer or trustee, are obligated to fulfil all (FATCA) reporting obligations which may arise from time to time. In the event we will not be responsible for any reporting obligations whilst acting for you, we will advise you in writing.

17.2 Under the above legislation we are obliged to register and report certain trust activities to both the UK and US tax authorities. You and others connected with your matter must also report to this firm any changes in your current or future circumstances which may result in a change of US citizenship. In the event that your circumstances or anyone you know change, you must advise us immediately. An example of a change in circumstances could be that a relative marries a US citizen. In the event this were to happen you must advise us straight away.

17.3 At the outset of this matter you must advise us if you or any one at all related to you or this matter are or may be a US citizen or have any connection with the US whatsoever. Even where you may be unsure, you must advise us of any information you may have.

18. Complaints

18.1 This firm is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service or bill you have received, please contact Stephen Pooley at this firm on 01539 720049, by email at spooley@arnoldgreenwood.co.uk or by post to our offices. We have a procedure in place which details how we handle complaints which is available on request.

18.2 We have eight weeks to consider your complaint. If we have not addressed it within this time, you may complain to the Legal Ombudsman.

18.3 If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

18.4 As well as your right to complain about any of our bills under our complaints procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.

18.5 You should be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.

18.6 A complainant to the Legal Ombudsman must be one of the following:

a) An individual;

b) A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);

c) A charity with an annual income less than £1 million;

d) A club, association or society with an annual income less than £1 million; or

e) A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

18.7 Legal Ombudsman Contact Details:

a) Address: PO Box 6806, Wolverhampton, WV1 9WJ

b) Telephone: 0300 555 0333

c) Email: enquiries@legalombudsman.org.uk

d) Website: www.legalombudsman.org.uk

e) The firm is committed to ensuring that all Partners, Directors, Members, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against the firm.

18.8 In addition to the Legal Ombudsman, the SRA can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. However, the SRA are not able to deal with issues of poor service.

18.9 Solicitors Regulation Authority Contact Details:

a) Address: The Cube, 199 Wharfside Street, Birmingham, B1 1RN

b) Telephone: 0370 606 2555

c) Email: report@sra.org.uk

d) Website: www.sra.org.uk

18.10 Alternative Dispute Resolution (ADR)

Alternative complaints bodies such as **ProMediate (**http://www.promediate.co.uk/**) and Small Claims Mediation (**scmreferrals@hmcts.gsi.gov.uk/ 0300 123 4593) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

18.11 We agree to use **ProMediate.**

19. Complaints about barristers and others

Any barrister or professional we instruct on your behalf should have their own complaints process. So, if you are not happy with their service you can complain to them direct but please do let us know. We can tell you have to make your complaint, if they have not given you that information themselves.

20. File retention and storage of documents

20.1 After completing the work, we may be entitled to keep all your papers and documents while there is still money owed to us for charges and disbursements.

20.2 We will keep our file of your papers (except those papers you ask to be returned to you) in a secure storage area under our control for a minimum of 7 years from the date of the final invoice, after which time they will be securely destroyed. We will not destroy documents you ask us to deposit in safe custody. However, should any of your documents be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.

20.3 Many papers on our files constitute working papers. These papers belong to us and are not papers to which you are entitled.

20.4 If you ask us to take custody of any deeds or documents belonging to you, they will be stored in our storage system until their return is requested. In the case of deeds an annual charge of £25.00+ VAT will be levied. We reserve the right to withhold the release of any documents or deeds until payment of any outstanding charges is made to you.

20.5 We will make every reasonable effort to keep documents left with us safe and undamaged and in the event of loss we will help to restore or replicate any document. We cannot however guarantee absolute safe custody and if this required any deeds or documents should be deposited with a bank.

21. Intellectual property

We retain all copyright and other intellectual property rights in everything developed or prepared by us either before or during the course of a matter relating to you including all reports, letters, documents, precedents, written advice or other materials we provide to you.

22. Confidentiality and data protection

22.1 Our use of your information is subject to your instructions, the Data Protection Act 2018 ('DPA') and our duty of confidentiality. Therefore, we keep information passed to us confidential and will not disclose it to third parties except as expressly or implicitly authorised by you, except in the following circumstances:

a) if required by law;

b) to professional service providers (such as expert witnesses, auditors or other advisors) for legal, regulatory and compliance purposes;

c) to selected third parties (including barristers and consultants) who assist us with legal, financial, administrative, information technology and other services; or

d) if that information has entered the public domain other than as the result of our unlawful disclosure.

22.2 If we engage a third party in connection with your matter, we may put in place an agreement requiring them to treat your information as confidential.

22.3 The firm is the data controller (for the purposes of the DPA) of personal data that you provide to us. This means that the firm has a duty to comply with the provisions of the DPA when processing your personal data.

22.4 We use the information you provide primarily for the provision of legal services to you and for related purposes including (but not limited to): updating and enhancing client records; analysis to help us manage our practice; statutory returns; and legal and regulatory compliance.

22.5 If you are an individual, you have rights under the DPA. These rights are:

- **The right to be informed and the right of access** – You can request a data subject access request (DSR) by emailing the supervisor of your matter or emailing, Lee Hughes on lhughes@arnoldgreenwood.co.uk with the details of the personal data that you want to access.

- **The right to rectification** - Please contact the supervisor of your matter to rectify any information that we hold. In some cases, we may ask to see proof of this change of data.

- **The right to erase** - To request to erase any data that we hold on you please contact your supervisor or Lee Hughes on lhughes@arnoldgreenwood.co.uk. Please also bear in mind if we are in the middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you.

- **The right to restrict processing** To request a restriction of processing please notify your supervisor or Lee Hughes on lhughes@arnoldgreenwood.co.uk who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some restrictions may prevent us from acting on your behalf. If this is the case, we will discuss this with you.

- **The right to data portability** - To request this please contact your supervisor or Lee Hughes on lhughes@arnoldgreenwood.co.uk who will discuss the format you would like your data in when you make a DSR.

- **The right to object** - If you wish to object to any processing (irrelevant if consent has been provided previously) please contact the supervisor of your matter or Lee Hughes on lhughes@arnoldgreenwood.co.uk who will discuss your needs with you and action your request. Bear in mind, depending on the extent of the request this may prevent us from acting on your matter.

- **Rights in relation to automated decision making and profiling** – The firm does not conduct any solely automated decision making or profiling.

22.6 These rights are absolute, but there are some cases where our legal obligations override data subject rights. (For example, keeping data for anti-money laundering purposes, notifying the NCA of any money laundering suspicions without notifying you).

22.7 We retain data as needed under the DPA. The timescales are explained in clause 20.2.

22.8 Should you have any queries concerning these rights, please contact Lee Hughes on lhughes@arnoldgreenwood.co.uk at our office.

22.9 If you are unhappy about ay aspect of how we process your data, you have the right to complaint to the ICO who are the UK's supervisory authority in charge of upholding information rights in the interest of the public. Please see their website at www.ico.org.uk for more information.

23. Publicity

Subject to clause 22 above, we may wish, with your consent, to seek publicity concerning our involvement in any transaction or case. You will have the opportunity to review any proposed publicity materials prior to its release.

24. Disclosure of information to our professional indemnity insurance provider

24.1 If we have to make a notification under the terms of our professional indemnity insurance policy, information about you and your file may be seen by our insurers. Your file may, therefore, be seen by an assessor or another person unconnected with the firm in the future, unless you have notified us that you do not agree to this.

25. Disclosure of information for property transactions

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

25.2 You must disclose all information which may affect your liability for stamp duty land tax or other stamp duty (duty) as we can then ensure you pay the correct duty. If you fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) you must accept full liability for any penalties or action or other proceedings that any authority may take against you for failing to disclose information which resulted in a duty or greater liability to pay such duty.

26. Security of communications

26.1 Where you provide us with fax or computer network addresses for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

26.2 The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted.

26.3 We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent and received. We expect you to do the same for your computer systems. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.

26.4 It is very unlikely that we will change our bank account details during the course of your matter. In any event, we will never contact you by email to tell you that our details have changed. If you receive any communications purporting to be from this firm, that you deem suspicious or have any concerns about (however slight), please contact our office straightaway.

27. File auditing and vetting

27.1 The firm may become subject to periodic audit or quality checks by external firms, companies or organisations, for the purpose of assessing the firm’s compliance with its regulatory obligation and to obtain and/or maintain specialist accreditations which improve our practice. This could mean that your file is selected for checking. It is a specific requirement imposed by us that these external firms, companies or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them.

27.2 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business.

27.3 If you do not wish your file to be used in either of the ways outlined above, please let us know as soon as possible.

28. Referrals to third parties

If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. However, if that particular firm is not another firm of solicitors, then you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA), the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund. We will only refer, recommend or introduce you to a separate firm, agency or business where you have given us your informed consent to do so.

29. Anti-money laundering

29.1 The law requires solicitors, as well as many other institutions, to obtain satisfactory evidence of the identity of clients and information concerning the source of client funds where the work undertaken is regulated. It is our firm's policy to carry out such verification for all unregulated work too. If you are requested to do so, you must provide us with documents to verify your identity and must provide details concerning the source of your funds. If we are not given satisfactory information at the appropriate time, we will be obliged to terminate the contract.

29.2 To ensure that we comply with money laundering legislation, we may validate name, address and other personal information supplied by you against appropriate third party databases. By accepting these terms you consent to such checks being made regardless of whether the work being undertaken is regulated or not. In performing these checks, personal information provided by you may be disclosed to a registered credit reference agency which may keep a record of that information. This is done only to confirm your identity. A credit check is not performed and your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 2018. We confirm that any personal data we obtain for the purposes of the Money Laundering Regulations will only be processed for the purposes of preventing money laundering or terrorist financing.

29.3 If you are unable to come in to see us so that we can check your original identity documents, we can accept copies. However, in certain circumstances, those copies will need to be certified by a trusted third party such as a credit or financial institution, auditor, insolvency practitioner, external accountant, tax adviser or independent legal professional. They should write "I (name) a (profession) of (address) hereby certify this to be a true and exact copy of the original" and on the photo ID also add the words "and a true likeness of the bearer" on the copy document(s), and then sign and date it/them. They should include their name, occupation and contact details. Alternatively, you may be able to use an identification checking service offered by the Post Office. The Post Office will be able to tell you the procedure and cost involved.

29.4 For all companies we will carry out a search of Companies House (or similar registry in foreign jurisdictions) and may ask for further information.

29.5 For non-listed companies and other organisations, we will also require the evidence for individuals for one or more directors, company secretaries, shareholders, partners or other persons authorised to represent the organisation.

29.6 For other legal entities we will inform you of the evidence required to confirm identity.

29.7 Where you fit the definition of a Politically Exposed Person (PEP), As solicitors, we have an obligation to guard against bribery, corruption and money laundering. As part of that, we need to make sure that we know if any of our clients are what is known as Politically Exposed Persons. This does not mean that we cannot act for you if you fall into this category – we just need to ensure that we are aware of it so that we can put additional protections in place.

A Politically Exposed Person (PEP) is a person who has been entrusted by:

a) any state including the UK;

b) an EU institution; or

c) an international body and who fulfils one of the following public roles:

i. head of state, head of government, minister, deputy or assistant minister;

ii. member of any parliament or other legislative body, including a UK local authority or a council of any level;

ii. member of a supreme court, constitutional court or of other high-level judicial body whose decisions are not generally subject to further appeal;

iv. member of a court of auditors or of the board of a central bank;

v. ambassador, chargé d'affairs or high-ranking officer in the armed forces;

vi. member of the administrative, management or supervisory body of a public enterprise.

PEPs will also include this person's family members and known close associates.

If you believe that you are or maybe a PEP (or that a family member or associate is a PEP), please ensure that you inform us of this on the client declaration form that you will have received.

29.8 We are obliged to keep records relating to your identity and a record of transactions relating to you for at least five years.

29.9 Solicitors are under professional and legal obligations to keep the affairs of clients confidential in respect of regulated work. 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 any member of Arnold Greenwood Solicitors staff knows or suspects that a transaction, on behalf of a client, involves money laundering, the staff member may be required to make a money laundering disclosure. If this happens, we may be prohibited from informing you that a disclosure has been made or of the reasons for it.

29.10 You agree that we will not be liable for any costs, claims, penalties, damages or other losses incurred by you resulting from or in connection with the compliance by us with these professional and legal obligations.

30. Financial services

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

30.2 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the SRA (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of these bodies.

30.3 The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).

30.4 Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy Terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.

30.5 You must provide us with details of any relevant existing insurance policies you may have at the outset. We will not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

31. Conflict of Interest

31.1 "A Conflict of Interest" means any situation where: -

a) We owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk of conflict, or there is a significant risk that those duties may conflict; or

b) our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or

c) we have confidential information in relation to a client or a former client and you wish to instruct us on a matter where that information might reasonably be expected to be material and you have an interest adverse to our other client or former client.

31.2 We may act for people or entities engaged in activities which are similar to or competitive with your own activities.

31.3 Once we have agreed to for you in relation to a matter, we will not act for a third party in relation to the same matter if there is a Conflict of Interest between that third party's interest and your own interest.

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

31.5 Where our professional rules allow, we may act for you and another client where a Conflict of Interest would otherwise exist provided that we have the consent of both parties.

31.6 Where we have agreed to provide services to you and we find that circumstances give rise or may give rise to a Conflict of Interest we may be obliged to stop providing services to you and/or all other clients affected by the Conflict of Interest.

32. Excluded Advice

32.1 We do not advise on the laws and regulations of jurisdictions other than England and Wales (which for these purposes include the law of the European Union as is applied in England and Wales).

32.2 We do not provide advice, nor are we qualified to give any taxation advice in any form and you should take professional advice from an accountant. This includes Stamp Duty Land Tax. If you wish us to help you appoint an appropriate accountant please do ask. Unless specifically agree with us in writing we cannot and will not accept anu responsibility for the tax implications and consequences of your instructions.

32.3 We do not provide financial advice generally nor will we comment upon the commercial viability of any transactions upon which we advise.

33. Termination

33.1 You may end this contract (and therefore, your instructions to us) at any time by writing to us by post or email (see clause 6.1 of these Terms for details). However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including charges and disbursements which have not yet been billed).

33.2 We may end this contract (and therefore cease acting for you) in relation to any matter or all of your matters. We will only do this where we believe we have a good reason and upon informing you in writing. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification or where we reasonably believe that the relationship between you and us has broken down or where you have failed to pay any amount due to us in accordance with our payment terms.

33.3 If either of use terminates instructions, you must pay us all fees and disbursements incurred before the termination plus any further fees and disbursements for work necessary to transfer any papers to which you are entitled to another advisor.

33.4 If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or professional rules, we will charge you for any work we have actually done. Our charges will be based on our hourly rates applicable at that time (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

33.5 If we cease acting for you, we shall (where relevant) inform the court or tribunal that we no longer act for you and shall apply to be removed from their records. We may charge you for doing so at our hourly rates applicable at that time.

33.6 If we do have to cease acting for you, to the extent permitted my law and our professional obligations we will explain your options for pursuing the matter and will work with you to minimise disruption to your matter or matters.

33.7 In any event we will be considered to have ceased acting for you:

a) upon our completion of the specific services that you have retained us to perform, or

b) when more than six months have elapsed from the last time we furnished any billable services to you.

33.8 The fact that we may inform you from time to time of developments in the law which may be of interest to you, by email, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so.

34. Cancellation rights

34.1 If you are an individual consumer (and not a business entity) and if our contract with you is a 'distance contract' or an 'off premises contract', you have the right to cancel this contract within 14 days from the day of the conclusion of the contract (the 'cancellation period'). This right exists in accordance with The Consumer

Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to clause 2 for key definitions.

34.2 This right will typically exist where we take instructions from you outside of our offices, for example during a visit to you, or by a means of distance communication such as over the telephone or by email. However, if you are unsure whether these cancellation rights apply to you, please contact us immediately upon receipt of these Terms.

34.3 Please refer to the cancellation notice at the end of these Terms for further information about your right to cancel and the conditions attached to the same.

34.4 Where cancellation rights apply under these regulations, we will not start work on your file for 14 days from the day of the conclusion of the contract because the regulations prevent us from doing so unless you instruct us otherwise. If you would like our service to start within 14 days of the day of the conclusion of the contract, please mark the relevant box under the Instructions for Cancellation notice below stating your wishes and return a copy to us.

34.5 Once we have started work on your file within the cancellation period, on your instruction, you will be charged for any work done if you then cancel your instructions. You will have to pay us an amount which is proportionate to the work completed until we receive notice of cancellation from you, in comparison with the full coverage of this contract. These charges will be applied on the same basis as set out in clause 11 of these Terms and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

35. Distance Selling Regulations

If we have not yet met you and you are an individual acting for purposes which are outside your business, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to our agreement with you. That means that you have the right to cancel our engagement without charge at any time within fourteen working days of your acceptance of our engagement terms. If you wish to do so you must inform us of your decision to cancel in writing. Your right to cancel our engagement will not apply if you agree to us beginning work in relation to your instructions during the relevant cancellation period. We will reimburse to you all payments received from you within fourteen days of receiving your written notice of cancellation.

36. Contract (Rights of Third Parties) Act 1999 ('the Act')

Except to the extent that Arnold Greenwood Solicitors Limited employees can benefit from the provision thereof, the Act does not apply to these terms unless expressly confirmed in writing by us that the said Act does apply.

37. Governing law

37.1 These Terms and your client care letter shall be governed by and interpreted in accordance with English law. Any disputes or claims concerning this contract and any matters arising from it shall be dealt with only by the courts of England and Wales.

37.2 If any provision of this contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this contract which shall remain in full force and effect.

38. Force majeure

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

39. Joint Instructions

39.1 Where we are instructed by joint clients, all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees.

39.2 Instructions are understood to be for the purposes of all of those instructing us. We will act on instructions from any one of those clients unless you instruct us otherwise.

39.3 Where instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us. If not, then that person will be liable to us as if they were our client.

40. Severability

If any provision in these Terms of business or our accompanying client care letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

Instructions for Cancellation

These instructions for cancellation only apply where clause 11 of the Terms of Business applies.

Right to cancel

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.

To exercise the right to cancel, *you* must inform us, **Arnold Greenwood Solicitors Limited** at **Exchange Chambers, 8 & 10 Highgate, Kendal, Cumbria, LA9 4SX** or **01539 726177** or **info@arnoldgreenwood.co.uk**, 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 attached 'Cancellation Form', 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.

Effects of cancellation

If you cancel this contract, *we* will reimburse to *you* all payments received from *you*, including the costs of delivery (except for the supplementary costs arising if *you* chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which *we* are informed about your decision to cancel this Contract.

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.

I wish to provide the following instructions:

Please start work on my matter straightaway. I understand that by instructing the firm to start work **before** the 14 day (no obligation) cancellation period expires, I will become liable for any costs and expenses incurred during this time. I accept that this liability exists if I then choose to cancel this contract. I also understand that where, on my instruction, the full service agreed has been performed within the cancellation period, my cancellation rights will cease to exist in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as set out in the 'Cancellation Rights' and 'Cancellation Notice' clauses of the firm's Terms of Business.

Signed:___________________________ Signed:___________________________

Date: ___________________________ Date: ___________________________

Cancellation Notice Form

COMPLETE, DETACH AND RETURN THIS FORM

ONLY IF YOU WISH TO CANCEL THIS CONTRACT

To [here the trader's names, geographical address, and where available, fax number and e-mail address are to be inserted by the trader]:

I/We [*] herby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*]: Reference number (located at the top of the Client Care Letter)

……………………………………………………………………………………………

Date of initial instructions: ………………………………………

Name of consumer(s):

……

Address of consumer(s):

……

Signature of consumer(s) (only if this form is notified on paper):

…….

Date: ……………………………………………………………………………………………………...

[*] Delete as appropriate.