

TERMS OF BUSINESS

References in these terms to "the Firm" or "we" shall be references to Addlestone Keane Limited, a limited company registered in England and Wales with company number 8272178 whose registered office is at Regent House 5 Queen Street Leeds LS1 2TW. We are authorised and regulated by the Solicitors Regulation Authority (SRA number 613891). Our VAT number is 613056573.

We believe it is helpful for clients to know the terms on which the Firm accepts instructions. The terms indicated in this document will apply, unless specific terms are agreed in writing between the Firm and the client, but subject to any amendment to the hourly charge out rates, to all future instructions given by the client to the Firm. Your continued instructions constitute acceptance of these terms.

YOUR PARTICULAR ATTENTION IS DRAWN TO THE 'LIMITATION OF LIABILITY' SECTION BELOW, WHICH LIMITS OUR LIABILITY, BROADLY, TO £3 MILLION.

Instructions

The Firm asks that where possible instructions should be given or confirmed in writing. Any change to these terms will not be effective unless agreed in writing by a director of Addlestone Keane Limited.

How long will the instructions continue?

The Firm expects to continue to act until the matter is completed. Either the client or the Firm may bring instructions to an end at any time, but the Firm will not normally do so, unless a conflict of interest arises, or if the Firm considers that it is not in the client's best interests that the Firm should continue to represent the client. If instructions are terminated either by the client or by the Firm, the client will be liable only for fees and payments to the date of termination of the instructions plus any fees or payments for work necessary in order to transfer the matter to another adviser of the client's choice.

Bank payments: anti-fraud measures

Our bank account details will not be changed during the course of a matter.

Should we ever decide to change bank accounts we will contact you and personally provide you with any new details. All changes to your or our bank account details will be agreed with you in writing, confirmed and validated by way of a telephone call to you on a previously verified number.

If we are acting for you on the purchase of property, we will take reasonable steps to protect your money from fraud. However, it is not possible to eliminate all risk of fraud by other parties, and you authorise us to release funds received from you, on the basis that we are unable to guarantee that the seller is in fact the registered proprietor.

Anti-money laundering

The law now requires solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wishing to launder money. When we first act for you, therefore, we may need you to provide us with documents to verify your identity and address. We may use an on-line ID checker to save you the time and trouble of providing documents.

Sometimes we have to make enquiries of you about the purpose of the work we are asked to do and the source of any money being used in it.

Scope of our engagement

The scope of our engagement will be as set out in a letter or email from us or as otherwise agreed.

Our role is to provide legal advice and not (unless we agree with you in writing that we will do so) advice on the commercial or financial wisdom of any aspect or advice on tax matters. In providing our services we will not (unless we agree with you in writing that we will do so) investigate the financial standing of any person connected with any matter or investigate or make any recommendation as to the commercial or financial viability of any matter. You are responsible for all matters of commercial judgement in connection with any matter.

If you require tax advice, we may be able to identify a source of assistance for you. If you have any concerns about this, please raise them with us immediately.

Use of our advice

We shall provide our services for your exclusive benefit and for the purposes of the relevant matter only. No one other than you is entitled to rely on our advice. You agree not to make our work available to third parties without our written permission and we accept no responsibility to third parties for any aspect of our services that is made available to them.

Confidentiality and disclosure requirements

Solicitors are under a professional and legal obligation to keep the affairs of their clients confidential. There are important exceptions:

- We monitor the professional standard of our work and we may want a small number of our files to be audited confidentially by external examiners to ensure we maintain our quality systems. Please let us know in writing if you object to your file being submitted. Unless you notify us otherwise, we will assume that you have no objections. Our work for you will not be affected, whether or not you allow us to make our file available for audit.
- Certain laws (for example, those relating to money laundering and tax fraud) give power to authorities such as the police or the tax authorities to inspect clients' information and take copies of documents. It is possible that at any time, we may be requested by those authorities to provide them with access to documents held by us or to attend interviews with them in connection with the work we have done for you. If this happens, we will comply with the request only to the extent that we are bound by law and, in so far as it is allowed, we will notify you of the request or provision of information.
- In certain circumstances, solicitors are required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve a crime including money laundering, drug trafficking or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and we may not be able to tell you why.
- We reserve the right to disclose your files, any information we hold or know about you or the services we are providing, to our actual or prospective professional indemnity insurers, brokers or advisers, and auditors or risk managers whom they may appoint.

Fees

Fees are usually based on the time we spend dealing with your matter but may also be calculated by reference to other criteria, such as the value of any property involved, any skill and specialised knowledge that may have been required, and the degree of urgency.

Unless a fixed fee is quoted or a range of fees estimated the amount of time taken is generally valued at an hourly rate for the individual concerned which will be notified to you. Time is recorded in six minute units (1/10th of an hour). Routine letters, e-mails and texts that we send and routine telephone calls that we make and receive are charged at one tenth of the hourly rate; other letters, e-mails and calls are charged on a time-spent basis.

We may increase our hourly rates in the course of any matter on which we are working on for you and we shall notify you if this should be the case.

Our invoices are due and payable within 30 days of the date on the invoice. You agree that we may deliver our invoices electronically.

Where we act for you in any proceedings, and in particular where we act for you in court proceedings, you agree that our costs may exceed those recoverable between the parties to the proceedings.

Value Added Tax

VAT at the applicable rate will be added except for an account to foreign residents and certain other accounts.

Estimates

The Firm will, at the request of a client, estimate its charges where possible. If the amount of work likely to be done is uncertain, the estimate of charges is bound to be uncertain. Where an estimate has been given but the amount of work appears likely to involve a substantially higher charge than the estimate, the Firm will inform the client as soon as this becomes apparent.

Ceiling on charges

The client may impose a ceiling on charges and the Firm will inform the client when charges (exclusive of VAT and disbursements) have reached an agreed figure.

Payment on account of costs

The client may be asked to pay a sum on account of costs and disbursements. All such payments will be taken into account when invoices are rendered.

Bill frequency

Details of billing frequency will be given in the letter confirming the client's instructions as this varies according to the category of work involved.

Payment terms

Invoices are payable within 30 days of the date on the invoice. If a dispute concerning the invoice should arise, the client should notify the Director in charge within 7 days of the invoice date, in order that any corrective action necessary may be taken before the credit period lapses. The Firm is committed to providing a timely service and expects its clients to pay within the credit period allowed, in order to avoid unnecessary costs for the client or the Firm. Interest may be charged on invoices that are not paid on time at 2% per month after 30 days has lapsed from the date of the invoice until payment.

You may have a right to complain to the Legal Ombudsman (see 'Complaints' section below for more details). There may also be a right to object to the invoice under Part III of the Solicitors Act 1974 by asking the court to assess the charges within one month of receiving the invoice.

Joint clients, and instructions given on behalf of a client

If we are instructed by joint clients then 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.

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. Liability to pay our costs is joint (all the clients together) and several (each may be liable for the whole amount).

If 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.

Commissions

If the Firm receives a commission from a third party in relation to a matter it is handling for a client, the Firm will credit the client with that commission, unless it has agreed otherwise with the client.

Interest

Clients' money accepted by the Firm is held in separate client bank accounts. Interest will be paid where required by the SRA Accounts Rules 2011. All deposit interest paid to UK resident clients by the Firm will be paid gross (i.e. without deduction of tax). It is the client's responsibility to declare sums so received.

The standards of service we aim to provide

In performing our services, we shall use reasonable skill and care to:

- Represent your interests, and keep your business confidential;
- Explain to you the legal work which may be required and the prospects of a successful outcome;
- Explain the likely degree of financial risk in relation to legal costs which you will be taking on;
- Inform you regularly of progress or, if there is none, let you know when you are likely to hear from us;
- Keep you informed of any unexpected delays or changes in the character of the work being undertaken;
- Deal promptly with your queries.

We do not accept responsibility for information misrepresented to us. Reliance may be placed on information and comments set out in our reports and letters only on the basis of these terms and our letter of engagement.

Data protection

The Data Protection Act 1998 and (in its place, from 25 May 2018) the General Data Protection Regulation require us to inform you that we hold information you provide on our database. We use the data primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing client records
- Analysis to help us manage our practice
- Statutory returns
- Legal and regulatory compliance

Our use of that information is subject to your instructions, the Act and our duty of confidentiality. You have a right of access under the data protection legislation to the personal data which we hold about you.

Any personal data received from you for the purposes of compliance with the Money Laundering Regulations 2017 will be processed only for the purposes of preventing money laundering and terrorist financing, or with your consent, or as otherwise permitted under the Regulations.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information, please notify us in writing.

Our Data Protection Officer is Brian Addlestone.

Insurance cover

The Firm maintains professional indemnity insurance. For the purposes of the Provision of Service Regulations 2009, the details of our professional indemnity insurance are:

- (a) Name of insurer: Allianz Global Corporate & Specialty SE
- (b) Contact details: 60 Gracechurch Street London EC3V 0HR
- (c) Territorial coverage: Worldwide

Limitation of Liability

Your agreement is solely with Addlestone Keane Limited. You and we intend that this clause is for the benefit of, and shall be enforceable by, the members, partners, consultants and employees under the Contracts (Rights of Third Parties) Act 1999.

In this clause, the term mistake includes, but is not limited to, negligence; it does not include fraud.

Our maximum liability for any mistake (except for fraud) is £3 million ('The Liability Cap') including interest and costs (unless a different amount is agreed with you in writing).

The Liability Cap shall apply to

- (i) any claim arising from an act or omission, or a series of acts or omissions;
- (ii) any claim arising from the same or similar acts or omissions in a series of related matters or transactions
- (iii) all claims arising from one matter, transaction or assignment.

Where we are instructed jointly by more than one party, The Liability Cap shall apply to all of you collectively and in total and also including anyone claiming through you.

We shall not be liable for any indirect or consequential loss or loss of anticipated profit or other benefit, where the total liability together with any other liability exceeds The Liability Cap.

If you accept any express exclusion/ limitation of liability from other professional advisers our total liability to you will not exceed the aggregate amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover pursuant to the Civil Liability (Contribution) Act 1978 but are prevented from doing so as a result of any such exclusion/limitation of liability, subject to the minimum £3 million restriction on limiting liability prescribed by the SRA Code of Conduct 2011.

If other professional advisers are liable for the same losses as we are, our liability shall be limited to that proportion of your losses that it would be equitable, fair and reasonable to require us to pay having regard to the extent of our liability for the same, subject to the minimum £3 million restriction on limiting liability prescribed by the SRA Code of Conduct 2011.

We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of the money laundering legislation.

We believe the limitations on our liability set out in this section are a reasonable amount having regard to our assessment of:

- (a) the amount of any likely liability to you if we make a mistake; and
- (b) the availability and cost of professional indemnity insurance; and
- (c) possible changes in the future availability and cost of insurance and solvency of insurers

but we are happy to discuss the limit with you if you consider it insufficient for your purposes, and if appropriate we may then consider whether we are able to provide a higher limit at extra cost.

This is not a contentious business agreement within the provisions of section 59-66 of the Solicitors Act 1974. The restrictions in those provisions on the right of solicitors to sue for costs and to exclude liability therefore do not apply to this agreement.

We shall not be liable for any loss arising out of any act or omission on our part unless court proceedings in respect of the alleged loss are issued not later than three years after you first had (or ought reasonably to have had) both the knowledge required for bringing an action for damages in respect of the act or omission and the knowledge that you had the right to bring such an action and in any event not later than six years after the date of the act or omission from which the loss arises. This provision will not increase the time within which proceedings may be commenced under the Limitation Act 1980 or other statutory provisions, and may reduce it.

These limits apply to the extent that they are permitted by law. We cannot, for example, avoid full liability if our mistake causes death or personal injury. Each of the above limitations constitutes a separate and independent limitation so that if one or more are held to be invalid for any reason or to any extent whatever or does not accord with any professional obligation, then the remaining limitations or the limitations as varied shall be valid to the extent they are not held to be invalid or incompatible with any professional obligation.

Nothing in these terms restricts your statutory rights.

Save as expressly mentioned in these terms, it is not intended by the parties to this agreement that any term which may be construed as conferring a benefit on any person who is not a party to this agreement should be enforceable by such party, whether under the provisions of the Contracts (Rights Of Third Parties) Act 1999 or otherwise. Unless we agree otherwise expressly and in writing, signed by a partner, no other party may rely on our advice. The granting of such agreement may be subject to payment of an additional fee.

Cancellation

Advice provided to non-commercial clients where we do not meet you or which is not provided at our business premises is subject to the Consumer Contracts Regulations 2013 and you have the right to cancel your instructions without any cost to you within 14 days after the start of the engagement. You can cancel your instructions by contacting us by post, fax or email using the contact details on our letter or email or by completing the cancellation form overleaf. If you requested us to begin work on your matter during the cancellation period, we reserve the right to ask you to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation.

Unless we advise you specifically otherwise, our engagement is likely to last more than 30 days.

Papers held by the Firm

On completion of a matter, the Firm will return to a client the client's documents. The Firm cannot undertake to retain files for any specific period of time but will generally endeavour to keep all files for a minimum period of 6 years. The Firm reserves the right to destroy files without further reference to its clients after completion of a matter. In some circumstances, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. This is called a 'lien'. Our lien may continue even if your agreement with us to provide legal services has been terminated.

Document custody

The Firm may store deeds and original documents in its fire safe storage facilities for a client. No charge is made for this service but our liability shall be limited in accordance with the provisions set out in these terms under the heading 'Limitation of Liability'.

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 files 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.

Regulation and Complaints

Our professional rules may be accessed at www.sra.org.uk/handbook. The contact details for the Solicitors Regulation Authority are The Cube 199 Wharfside Street Birmingham B1 1RN (postal address); contactcentre@sra.org.uk (email); 0370 606 2555 (telephone).

The Firm recognises that from time to time complaints may arise. In the first instance, the client should raise a complaint with the fee earner having day to day conduct of the matter. If that does not resolve the complaint satisfactorily, the client should refer the complaint to the Director responsible for overall supervision identified in the letter confirming instructions. If the complaint still remains unresolved, the complaint should be referred to any other Director. The Firm takes complaints very seriously and will make every effort to deal with them quickly.

If you are not satisfied with the outcome of my firm's investigation, you may be able to complain to the Legal Ombudsman PO Box 6806 Wolverhampton WV1 9WJ. Their telephone number is 0300 555 0333.

Their email address is enquiries@legalombudsman.org.uk. Please note any complaint to the Legal Ombudsman must usually be made within 6 months of the Firm concluding the complaints procedure.

Financial Services

We are not authorised under the Financial Services and Markets Act 2000, but we are able, in certain circumstances, to offer a limited range of investment services to you because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society.

Complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman. The timescale for referring a complaint to the Legal Ombudsman and their contact details, are set out above under 'Complaints'.

Insurance Mediation

This firm is 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

This part of our business is regulated by the Solicitors Regulation Authority. The Law Society of England & Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society.

Complaints and redress systems are provided through the Solicitors Regulation Authority and the Legal Ombudsman (contact details shown above).

Agreement of Terms

If these terms are acceptable please sign and return one copy of them. Once they have been agreed, our appointment shall continue in accordance with these terms until they are revised by mutual agreement or we cease to act on your behalf. These terms shall also apply to any future engagement unless we agree different terms.

I consent to the firm beginning performance of the services during the cancellation period, if I am entitled to cancel the retainer within 14 days (see above under the heading ‘Your right to cancel this contract within 14 days if you are a consumer’).

Your agreement to these terms

I/We confirm that I/we have read and agree to be bound by the Terms of Engagement

Signed
Name(s)
Company (if applicable)
Date

Cancellation Form

To: Addlestone Keane Limited Regent House 5 Queen Street Leeds LS1 2TW
Fax number: 0113 244 6680
Email: info@aklaw.co.uk

I/We hereby give notice that I/We cancel my/our contract for the supply of legal services in relation to my/our matter as detailed below:

Name of client:

Address of client:

Details of matter:

Signature of client:

Date:

– Delete as appropriate