

1. **Introduction**

- 1.1. It is important that you have confidence in us when you seek our assistance. We therefore aim to give you reliable high quality professional services that demonstrate a thorough knowledge of the law and a clear understanding of your needs.
- 1.2. When you instruct us and we agree to act for you a contract is created between us, Moore Blatch LLP, and you which is subject to a wide variety of rules and regulations, both professional and statutory. In addition, we may work according to certain approved methods or standards.
- 1.3. All of this cannot be put into a single document and so we set out below what we think you might wish to know at this stage and what we need to agree with you. We may well need to provide further information to you depending on the nature of your instructions.
- 1.4. We specifically draw your attention to paragraph 17 below which sets out the scope of our liability.
- 1.5. If you have already asked us to start work for you, e.g. by giving you initial advice or by acting in an emergency, we have done so on the understanding that, unless otherwise agreed, these terms apply from your initial instructions.
- 1.6. This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy.

2. **Responsibility for your work**

- 2.1. At the time of instruction of each matter we will confirm the name and status of the person who will deal with the matter.
- 2.2. Where relevant we will also confirm the name and status of their supervisor and if appropriate which partner is responsible for your work either directly or with overall departmental responsibility.
- 2.3. To ensure your instructions are progressed it may be necessary for other members of the relevant department to work or assist on your matter. If they are to perform a continuing role, we will inform you who they are.
- 2.4. Your main point of contact will be the person named as dealing with your matter/s. In their absence, please refer to any member of their team or department for assistance.

3. **Your Instructions and our advice**

- 3.1. Your instructions are confirmed by these Terms of Business and the "Engagement Letter" you will receive with them. The two together form the basis upon which we accept those instructions and our contract with you.
- 3.2. If you have any queries as to this please contact the person handling your matter.
- 3.3. It may be that we will exclude certain aspects from the scope of your instructions. If so, these will be set out in the "Engagement Letter".
- 3.4. Our standard exclusions are set out below. They may only be overridden or added to by notice from us in writing:

3.4.1. **Tax advice:** Except for personal finance matters on which our private client team are instructed, tax advice is specifically excluded from our retainer and you should consult a tax expert on any tax issues arising. We can recommend a tax expert to you.

- 3.4.2. **Financial:** We make no comment on the financial or commercial viability of any agreed terms you have negotiated, nor on the amount of any property valuation.
- 3.4.3. **Property:** We make no comment on the state and condition of any property and its services, nor on the contents of any valuation or survey sent to us, save for any part requiring specific legal comment. If you are in any doubt, you should consult a surveyor or structural engineer or other expert as appropriate.
- 3.4.4. **Environment:** We will carry out an environmental search for a residential purchase, unless you have no lender and you instruct us in writing not to. We will only carry out such a search for a commercial matter if you instruct us to do so. We will supply copies of any search carried out to you and your lender (if any), but we will not make any comment on, nor attempt to interpret, the results. If you are in any doubt you should consult an appropriate environmental expert.

- 3.5. Any advice we give will be provided solely to the entity which or individual who instructs us as our client and solely for the purpose for which we were instructed.
- 3.6. Our advice may not be used or relied on for any other purpose or by any other person without our express prior written agreement.
- 3.7. Our advice may not be disclosed to any other person without our express prior written agreement.
- 3.8. We may transfer our rights and obligations under these Terms of Business to another organisation, and we will always notify you in writing if this happens, but this will not affect our rights or obligations under these Terms of Business.
- 3.9. Unless expressly stated, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the retainer. No person who is not a party to the retainer shall have the right to enforce any term of it.

4. **Fees**

- 4.1. At the time of instruction we will discuss fees and the likely costs involved with you. We will either confirm our fees and any likely expenses for the matter or, where possible, give you our best estimate of these in the Engagement Letter.
- 4.2. At the beginning of a matter it is not always possible to give a realistic estimate of the overall costs. If we are unable to give you an estimate at the start, we will do so as soon as we can.
- 4.3. Where we give you an estimate this is based on the amount of time we anticipate we will spend on your matter/s and our hourly rates.
- 4.4. In the Engagement Letter we will confirm the specific hourly rate or rates applicable to your matter, where appropriate, or our estimate. We will also confirm details of any expenses or the fees of others (e.g. barristers, witnesses, experts) that are known at that time.
- 4.5. Unless otherwise stated in the Engagement Letter our estimate includes our time, any meetings with you, any barrister or expert that we use on your behalf and any other parties or witnesses; drafting letters and documents; perusing and analysing any letters and documents received from you or anyone else in connection with your matter; and all telephone calls including both those made by and received by us.
- 4.6. Any estimate will not be fixed and will be based on the current information we have. Various factors may increase the

estimate and/or our hourly rate such as: - particular urgency, greater complexity, more work required than expected, unsocial hours of working, the value and /or monetary importance of the subject matter involved.

In particular, while we will suggest various points to be included within the documentation that we will prepare you may choose to deal with additional points. This will entail us in carrying out additional work. Similarly the position taken by the other parties and advisers may significantly affect the number of issues which we need to deal with and in the event that the other parties cause the matter to become protracted, our fees may reflect this.

We will advise you if and when any of these factors or events occurs.

- 4.7. Fees, expenses and disbursements are payable by you whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed, then we are entitled to charge for work done on the basis set out in these terms.
- 4.8. If you wish to agree limits on our fees and the expenses which are not to be exceeded without your agreement, please contact the person dealing with the matter.
- 4.9. We will keep our estimate under review as the matter progresses.
- 4.10. We reserve the right to:
 - 4.10.1. submit for payment interim bills for our fees and expenses on a monthly basis unless otherwise agreed with you in writing;
 - 4.10.2. ask you for money in advance to cover likely expenses;
 - 4.10.3. deduct, at any time, money you owe us from any money we receive for you and which is due to you;
 - 4.10.4. stop acting if you fail to pay.
- 4.11. An interim bill or request for money in advance is payable within 7 days of delivery or request to you. Our final bill is payable either on completion of the matter or within 28 days of delivery, whichever is the sooner. We will charge interest at the Court rate applicable at the time from the due date until full payment calculated on a daily basis.
- 4.12. Our fees and the expenses are exclusive of VAT which will be added to them where applicable.
- 4.13. If someone else has agreed to pay our fees and expenses, but does not do so, you are still responsible for them.
- 4.14. We review our hourly rates annually. If this results in changes to the fees indicated to date, we will discuss this with you and confirm the position in writing.
- 4.15. You have the right under the Solicitors Act 1974 to challenge the amount of our bill whether for non-contentious or contentious work. Details of your rights in this respect will also be given to you on the bill.
- 4.16. You are entitled to challenge our bill (as per paragraph 4.15 above) within one month (unless we agree otherwise with you in writing) of delivery of our bill or notifying you of our fees and expenses by applying to the Court under Part III of the Solicitors Act 1974.
- 4.17. You may also have the right to challenge our bill by making a complaint to the Legal Ombudsman as to which please see paragraph 19 below. The Legal Ombudsman may not deal with a complaint about a bill if you have applied to the Court for an assessment of it.
- 4.18. We are entitled to interest on the amount outstanding on any bill.

- 4.19. These provisions also apply where we deduct our costs (except expenses) from money we hold for you.

Expenses

- 4.20. We will usually pay small items of expense, e.g. search fees, travel, on your behalf and include them on our next bill. However, where the expenses are more substantial, e.g. the fees of barristers, accountants, we will ask for money in advance to cover the expense.

Legal Aid

- 4.21. We carry out work under the public funding scheme only in relation to medical negligence claims in which case alternative Business Terms will apply.
- 4.22. If you think you may qualify for public funding for your matter please inform us immediately and we will discuss the matter with you. If you wish, we will recommend a firm which could act for you under the scheme.

Legal expense insurance or other provision

- 4.23. If your instructions relate to a claim, we advise you to check all your current insurance policies, any memberships you have such as union or pension memberships and also credit card insurances. You may have insurance or other provision to cover this claim and/or your legal costs. If you do have such insurance or provision, please inform us immediately and we will discuss the matter with you.

- 4.24. It is also possible to take out a special insurance policy to help with the legal costs and risks of litigation. This is called "After The Event Insurance". Contact us if you want to discuss this further.

Legal costs in disputed cases

- 4.25. If you decide not to proceed with your case before Court proceedings are commenced, or if the case is settled before then, there is no rule of law requiring the other party in your case to make any payment towards your legal costs. You are unlikely to recover your legal costs unless a negotiated settlement specifically includes a provision about them.
- 4.26. The general rule is that the winner at trial is paid a part of their legal costs by their unsuccessful opponent (whether they are the claimant or the defendant). However, this is not automatic and the Court has discretion in deciding what costs order to make. Whatever the outcome, you will remain liable to pay our fees and expenses unless and until they are paid by the other party.
- 4.27. There are other points to consider:
 - 4.27.1. the other party may refuse to comply with the order to pay your costs. If they do not pay, you will have to try to enforce the costs order through the Court. This will take time and incur more expense, not all of which is necessarily recovered from the other party. There is no guarantee that the money will be recovered from the other party;
 - 4.27.2. the other party may simply become untraceable, an individual may become bankrupt or a company may become insolvent. If this happens, you will not be able to recover the money due to you. This is why it is important that you consider now, whether the other party involved in your case has enough money to pay you any compensation and also your legal fees;
 - 4.27.3. the Court has a very wide discretion over the costs of the case. The Court may order you to pay the costs of some parts of the case, even if you are successful overall in the proceedings;
 - 4.27.4. if you lose the case, the Court has power to make an order that you pay some or all of the other person's costs.

- 4.28. Increasingly, the Court will order costs to be paid if you lose any particular application during the course of the proceedings and should such orders be made we will advise you accordingly. Please note that if you are ordered to pay

and you do not do so, the Court may not permit you to continue in the proceedings.

- 4.29. Even if you win you may not recover all our fees and expenses from the other party because the Court may not order full payment, or for some reason the other party is unable to pay, or the other party has a legal aid certificate. You will have to pay us if the other party does not. If your matter is covered by employment law, you should note that Employment Tribunals seldom make any award for fees and expenses in favour of a successful party.
- 4.30. Interest can be claimed from the other party on fees and expenses which the Court orders to be paid from the date of the order until payment. We are entitled to set that interest against any money owed to us by you and we will then pay you any balance.
- 4.31. In some circumstances (e.g., if you lose) the Court may order you to pay the other party's legal fees and expenses.

5. **Timescale**

The timescale for each matter will be discussed with you at the time of instruction and where possible agreed with you. In certain cases, e.g. disputed cases or probate matters, it may be too early to give an accurate timescale for the matter. If Court/Tribunal proceedings are issued, the timescale will be governed by the Court/Tribunal timetable. We will keep you informed as to progress.

6. **Reporting**

- 6.1. We will report to you on progress during the conduct of the matter. In particular, we will inform you when important stages are reached. If there is any particular aspect you wish to be notified of, please let us know.
- 6.2. Once the matter is completed we will not remind you of any important post-completion dates unless you give us written instructions to do so. If you do not, it is your responsibility to take note of such dates and any action needed.
- 6.3. For some types of work we may provide you with additional information as to the usual stages involved for your reference.
- 6.4. Regrettably delays sometimes occur. In such situations, whilst we will do our best to expedite matters, there may well be unexpected changes or aspects of the matter that are outside our control and for which we cannot be held responsible.

7. **Confidentiality**

- 7.1. Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. Whilst we will maintain strict confidentiality in regard to your work generally, we are subject to a number of legal and regulatory requirements and may be required, from time to time, to disclose information to certain authorities. In particular, the Solicitors Regulation Authority, the Law Society and HM Revenue and Customs have power to inspect our books, records, or client files. In addition, our accountants are required to inspect our books for the purposes of regulatory compliance.
- 7.2. It may be necessary for us to instruct third parties, e.g. barristers, accountants, medical experts, enquiry agents, or to communicate with organisations such as the Courts or other official agencies on your behalf and to disclose information about you, including your address and contact details, and your matter to enable us and the third party to deal with your instructions and to contact you direct if necessary. We will only do so for the proper conduct of your matter.
- 7.3. The extent of the information we will need to disclose will depend upon the services you require, e.g. in order to issue proceedings for you we will need to provide details to the Court; to advise you fully we may need to give detailed information to a barrister; to complete your matter we may need to provide information to the other party. In some situations, that may include special categories of personal

data. All such instructions will be confirmed with you, unless we agree otherwise with you.

7.4. Intentionally deleted.

7.5. **Confidentiality and our other law practices**

7.5.1. Your contract for legal services is with Moore Blatch LLP. However, during the conduct of your matter it may be in your interests for the person dealing with your matter to consult with staff in Moore Blatch Resolve LLP and in so doing share information about you and your matter. Moore Blatch Resolve LLP provides legal services in relation to personal injury and clinical negligence claims, education and public health.

It is normal for colleagues to consult with one another on cases in order to ensure they are acting in your best interests. However, as these two practices are separate legal entities there is a strict issue of client confidentiality between them.

7.5.2. Both legal practices are authorised and regulated by the Solicitors Regulation Authority (SRA) and bound by the SRA Handbook and Code of Conduct (see also paragraph 24 below) and as such personnel in both entities have a duty and are bound to maintain client confidentiality.

7.5.3. Where it becomes clear that you require separate legal advice and/or services of the nature provided by Moore Blatch Resolve LLP we will offer those services to you and upon your instruction will arrange for you to enter into a new contract for those services with a separate engagement letter and Terms of Business with Moore Blatch Resolve LLP.

7.5.4. As you are a client of Moore Blatch LLP and not Moore Blatch Resolve LLP we need your permission to discuss your case with staff in those organisations. We will only do so for the proper conduct of your matter. By signing the Engagement Letter you consent to this.

7.6. Specific requirements are set out below in relation to data protection, money laundering and email communication.

7.7. If you are not a personal client or trustee of a private trust, we shall also be permitted, unless you instruct us to the contrary, to disclose when offering our services to others, that we have acted for you.

7.8. We outsource the provision of IT support and our administration operations. We also outsource the typing and production of some documentation. We may, on occasion, need to outsource other work to people outside Moore Blatch LLP, e.g. copying. Our agreements with suppliers are subject to confidentiality requirements to protect your information.

7.9. We may, from time to time provide some information about you and your matter to suppliers of business management services or computer software to help us develop our management systems and maintain our high standards of service. If you would like more information about what details are disclosed, or if you would prefer us not to share your information with the suppliers, please let us know. We may also carry out client satisfaction surveys using specialist outsourced services. If you would prefer us not to, please let us know.

7.10. See also paragraph 8 below in relation to our Privacy Policy and our duties under the Data Protection Legislation (defined below).

8. **Privacy**

8.1. For the purpose of this paragraph, "Data Protection Legislation" shall mean shall applicable privacy and data protection laws including the General Data Protection Regulation (EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications as

- amended, replaced or updated from time to time, including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).
- 8.2. Both we and you will comply with all applicable requirements of the Data Protection Legislation. This paragraph 8 is in addition to, and does not relieve, remove or replace, either our obligations or your obligations under the Data Protection Legislation.
- 8.3. You acknowledge that for the purposes of the Data Protection Legislation, we are the controller of personal data (where **controller** and **personal data** have the meanings as defined in the Data Protection Legislation).
- 8.4. How we will use your personal data. We may process your personal data for the following purposes:
- 8.4.1. verification of your identity or of officeholders of your organisation;
 - 8.4.2. the provision of legal services;
 - 8.4.3. the payment of legal services;
 - 8.4.4. the administration of files and records;
 - 8.4.5. trust administration;
 - 8.4.6. property management;
 - 8.4.7. transfers of data between other professionals and advisers notified to us by you;
 - 8.4.8. the marketing and promotion of our services; and
 - 8.4.9. legal compliance.
- 8.5. We may also process your special categories of personal data (as defined by the Data Protection Legislation) for the purposes specified above. We will not process your special categories of personal data for any other purpose without your express consent unless permitted or required by law or other regulatory requirements to do so.
- 8.6. We only process your personal data when a condition set out in the Data Protection Legislation applies. This will normally be because of the contract between us. Following the end of our retainer we may continue to process your personal data in accordance with the Data Protection Legislation or when legally permitted to do so.
- 8.7. Depending upon the nature of the work carried out for you, your personal data may be transferred outside the European Economic Area (EEA) where the data protection regulations may not offer the same protection as within Europe. If you would prefer that we did not transfer your personal data outside the EEA, please write to the person handling your matter set out in the Engagement Letter.
- 8.8. For more details about how we process personal data, including the legal basis for processing, the criteria we apply to retaining your personal data and your rights as an individual, please see our privacy policy which can be found on our website at www.mooreblatch.com.
- 8.9. See also paragraph 7 above in relation to our duty of confidentiality.
9. **Email communications**
- 9.1. We are able and willing to communicate with you regarding your matter/s via email. However, it is important that you take into account the following and understand the basis on which we are prepared to do so.
- 9.2. Email communications with you are on the basis that you accept the risks involved, including that our messages to one another could be read, changed or deleted by third parties without either your or our knowledge; there may be delay in receiving email and receipt is not guaranteed. Differences between our systems may cause text to be indecipherable or lost.
- 9.3. Email is not a secure means of communication and accordingly we accept no liability for any loss caused as a result of communication via email, including for breach of confidentiality.
- 9.4. To protect our computer system certain types of attachment may be caught in our firewall. If you wish to send attachments, please ensure they are of a size and type that will not be caught, as delay may occur in these circumstances. No liability is accepted by us in such circumstances.
- 9.5. We reserve the right not to give undertakings on your behalf, nor accept them from other solicitors, in either case by email.
- 9.6. There may be certain instructions from you that we will not accept from you by email. We will advise you accordingly in such a situation.
- 9.7. We make every effort to ensure that we do not transmit viruses through the use of virus checking software and a computer firewall system. However, we do not accept liability for any loss caused by any virus transmitted to our clients' systems. Please ensure you have appropriate virus protection in place to safeguard your systems.
10. **Money Laundering**
- 10.1. We may need to obtain evidence of your identity. To comply with the law on money laundering, we may need to obtain evidence of your identity. If such evidence is required we will advise you at the beginning of your matter and generally we will not be able to start work until we have obtained satisfactory evidence of your identity.
- We normally use a combination of evidence from an on-line information provider together with documentation from you. The on-line information provider may check the information you provide against any databases to which they have access, including credit reference agencies, in order to carry out the verification we require. This is not a credit reference check and will therefore not affect your credit rating, however, it will leave a neutral reference. We confirm that we use this information solely for the purpose of verifying your identity. We may access the result of the check for audit purposes.
- In some cases we may also require evidence of identity of others connected to you, e.g. where a family member or associate is providing funds to complete a transaction, or where someone has agreed to pay our bill.
- If we are unable to obtain satisfactory evidence in this way, we will contact you to discuss the alternative or further evidence we will need from you to meet the legal requirements.
- You have the right of access to your personal records held by such information providers referred to above. If you require details of the agency we have used and how they use and share data, please let us know.
- We may need to obtain evidence from you of the source of funds being used in your matter in order to meet our obligations under the relevant legislation. If we do will be refer to this in our engagement documentation relating to your matter. If you are unable or unwilling to provide that evidence we may not be able to continue to act for you on the matter.
- 10.2. The obligation to keep the affairs of the client confidential (see paragraph 7 above) is, however, subject to a statutory exception: legislation on money laundering and terrorist activities requires us to report to the National Crime Agency certain information acquired in the course of acting for a client that gives rise to knowledge or suspicion of money laundering or terrorist activities. If this happens, normally we will not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits us from doing so. In extreme circumstances we may be required to stop acting for you without giving a reason for doing so. Provided our decisions are made in good faith we will not be liable to you for any loss arising from us acting in accordance with these legal requirements. Where the law permits us to do so we will tell you about any potential money laundering problem and explain what action we may need to take.

- 10.3. Our firm's policy is not to accept cash from, or on behalf of, clients.
11. **Anti-bribery and Corruption Laws**
- 11.1. We have an anti-bribery and anti-corruption policy and associated procedures which apply to all our employees or third parties working on our behalf and to all our business dealings and relationships, including those with our clients.
- 11.2. The policy prohibits the giving of, offering, promising to give or offer, receiving or agreeing to receive, a payment, gift or transfer of anything of value, including the provision of any service, hospitality or entertainment, on our behalf, for the purpose of improperly obtaining or retaining business or for any improper purpose or business or personal advantage or with the expectation or hope that such an advantage will be obtained, or to reward an advantage already given.
- 11.3. The policy specifically prohibits such payments, gifts or transfers of anything of value and dealings with government officials or representatives, politicians or political parties.
- 11.4. We expect anyone providing services to or seeking to win business from us, to have similar policies.
- 11.5. A copy of our anti-bribery and anti-corruption policy is available on request.
12. **Investment and insurance distribution activities**
- Investment**
- 12.1. We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000 (FSMA), but we are able, in certain circumstances, to offer a limited range of investment services to clients because we are members of the Law Society, which is a designated professional body for the purposes of FSMA and we are authorised and 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.
- 12.2. As we are not authorised by the Financial Conduct Authority we may refer you to someone who is authorised to provide any necessary advice. If and when appropriate, we will inform you accordingly.
- Insurance Distribution activities**
- 12.3. 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 distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk/firms/financial-services-register.
- When we arrange insurance for you we do so as an insurance distributor.
- 12.4. Insurance distribution activities include arranging, advising and assisting in the administration and performance of contracts of insurance.
- 12.5. We are not contractually obliged to do a full market analysis in providing recommendations for insurance products. A list of the insurers we conduct business with is available on request.
- 12.6. The Law Society of England and Wales (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. The Legal Ombudsman deals with complaints against lawyers.
- 12.7. If you are unhappy with any investment or insurance advice you receive from us you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman.
13. Intentionally deleted.
14. **Papers and documents**
- 14.1. We are entitled to keep all your papers and documents until our final bill is paid. Generally you may then collect your papers unless, e.g., your lender has told us to keep them.
- 14.2. We will process your data for the duration of the matter and thereafter will retain the data relating to the specific matter, including the personal data within it, for as long as you might legally bring a claim against us. We will retain your personal data after you cease to be a client of the firm based on our legal and regulatory requirements.
- We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, regulatory or reporting requirements.
- To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.
- 14.3. Files for matters that do not proceed may be destroyed immediately.
- 14.4. We do not destroy Will files.
- 14.5. Important documents such as deeds, Wills or securities not sent to you or your lender (where appropriate) will be kept separately in safe custody. There are no storage charges. We may charge you if you ask for any retrieval from storage based on the time spent to deal with your query. We may charge you if additional copies are required.
- 14.6. Any deeds required as security for a loan cannot be released to you without the permission of your lender.
- 14.7. Unless we agree otherwise, we retain the copyright in any documents we prepare for you. You may use such documents only for the purposes for which they were prepared for you.
15. **Holding money for you and receiving commissions or other payments**
- 15.1. Any funds held by us on your behalf will be held for you in a separate account reserved for clients' money, and will usually attract interest. We will account to you for the interest when it is fair and reasonable to do so bearing in mind all the circumstances. In some instances we are required to settle outstanding fees out of money held for you and we reserve the right to do so in paragraph 4.10.3 above. There may be an administration charge for certain transactions where it is fair and reasonable bearing in mind all the circumstances e.g. large numbers or complex transactions.
- 15.2. Interest on funds deposited with us will be paid gross. You are responsible for accounting for any tax liability on interest received by you on funds deposited with us.
- 15.3. We may become entitled to a commission e.g. if we are asked to arrange insurance business for you, or other financial benefits under referral agreements or similar arrangements. As a general rule, to the extent that we have no unrecoverable costs and subject to charging a handling fee, we will pay this to you unless the administration costs exceed the value or a different arrangement has been made with you. Further information on commissions, payments under referral arrangements or other financial benefits will be set out in full in the Engagement Letter where this is relevant to your matter and will confirm how they will be accounted for.

16. Intentionally deleted.
17. **Scope of liability**
- 17.1. Despite our best efforts we may make a mistake, by which we mean any breach of our duties to you. If we do, and are liable to compensate you, you agree that our liability is limited in the following respects:
- 17.1.1. it is Moore Blatch LLP that is liable, not an individual partner or member of staff; you agree to make no claim against an individual except for fraud;
- 17.1.2. our maximum liability for any mistake (except for fraud) is £10 million (unless a different amount is agreed with you in writing);
- 17.1.3. this overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or a similar mistake;
- 17.1.4. for the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake;
- 17.1.5. we are liable for loss that we directly cause and for any indirect or consequential loss or loss of anticipated profit or other benefit, where that total liability does not exceed £10 million. Otherwise we have no liability for any direct, indirect or consequential loss or loss of anticipated profit or other benefit;
- 17.1.6. we are not liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it);
- 17.1.7. if others are also responsible for your loss, our liability is limited to our fair share, whether or not you are able to recover the rest from the others; and
- 17.1.8. we are not liable for acts or omissions of agents appointed by us in good faith.
- 17.2. The limits in paragraph 17.1 apply to the extent that they are permitted by law, for example, we do not exclude or limit in any way our liability for fraud or exclude or limit our liability if our negligence causes death or personal injury.
- 17.3. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from our relationship with you.
- 17.4. If you think we have made a mistake we have no liability for any breach of our duties to you unless you let us know in writing about the mistake within 24 months of becoming aware of it, and start any legal proceedings about it within 12 months of giving us that written notice.
- 17.5. Nothing in these terms shall restrict or limit your general obligation at law to mitigate a loss which you may incur as a result of any mistake we make.
- 17.6. We are required to hold professional liability insurance. Details of that insurance, its scope and the insurer are available on request made in writing to our Managing Partner.
- 17.7. This paragraph 17 will survive the termination of our appointment.
18. **Variation of these terms and other changes**
- These terms may be supplemented or varied at the outset in correspondence with you or subsequently by agreement with you in writing, but cannot be varied verbally. Other changes to our relationship may occur by law, changes to our rules of professional conduct or other regulation.
19. **Comments and problems**
- 19.1. If you feel there is any way in which we can improve our service to you, please let us know. We keep under review our service to our clients and your suggestions may be very helpful. We also use surveys to obtain client feedback and would ask you to complete any such survey if you receive one from us or any agency on our behalf.
- 19.2. We aim to offer all clients a friendly and efficient service and we hope you will be pleased with the work we do for you. However, if any difficulty should arise, including any in relation to our fees (as to which see also paragraphs 4.15 – 4.19 above), please first raise your concern with the person responsible for your matter and, failing that, with the supervising partner who has ultimate responsibility for your work. Should you still have any queries or concerns about the service provided by us then it would be appropriate for you to contact the Client Care Partner set out in the Engagement Letter.
- You may do this in writing (by email or letter), at a meeting or by telephone. In this latter case, we may ask you to put your concerns to us in writing to ensure we fully understand the position.
- Legal Ombudsman**
- 19.3. If for any reason we are unable to resolve the problem between us, you may raise your concerns with the Legal Ombudsman (although see paragraph 19.6 below) which is an independent complaints handling body set up under the Legal Services Act 2007. It deals with complaints of poor service by certain legal professionals, including solicitors.
- You may contact the Legal Ombudsman via their website at www.legalombudsman.org.uk or Helpline: 0300 555 0333, or via the websites of the Solicitors Regulation Authority at www.sra.org.uk, or Law Society at www.lawsociety.org.uk. The Legal Ombudsman website contains information as to how they deal with complaints.
- 19.4. As a general rule the Legal Ombudsman will require you to have first raised your concerns with us before they become involved and you should do so as soon as you become concerned. If, at the end of using our internal complaints handling process, you are not satisfied with how we have dealt with the matter you may raise your concerns with the Legal Ombudsman. Normally you will need to do so within 6 months of receiving our final written response regarding your complaint.
- 19.5. On request we will provide you with a copy of our internal complaints procedure.
- 19.6. The right to complain to the Legal Ombudsman is not open to all types of client, e.g. large commercial companies. If this affects you, we will advise you and confirm what action you may be able to take.
- Solicitors Regulation Authority**
- 19.7. As set out above, if we are unable to resolve a complaint about poor service you may refer the matter to the Legal Ombudsman. If you think we have breached an SRA Principle, you may raise your concern with the SRA. The principles govern our behaviour and details of the SRA Principles can be found at <http://www.sra.org.uk/consumers/>.
- 19.8. The SRA can be contacted via their website: <http://www.sra.org.uk/contactus/> or by the following means:
- Phone: 0370 606 2555 (or +44(0)121 329 6800 for international callers)
 - Fax: +44 (0)121 616 1999
 - Post: Solicitors Regulation Authority, The Cube, 199 Wharf Street, Birmingham, B1 1RN.
- Alternative Dispute Resolution (ADR) bodies**
- 19.9. In addition to the Legal Ombudsman, alternative complaints bodies exist (Alternative Dispute Resolution (ADR) bodies) which are competent to deal with complaints about legal services from consumers, should a client and law firm wish to use such a scheme and they are contained in a list held by the Chartered Trading Standards Institute. As with the Legal Ombudsman, this is at the end of using any internal complaints handling process.
- 19.10. You may access the list of ADR bodies at www.tradingstandards.uk/advice/ADRApprovedBodies.cfm.

but note that many are industry specific and not appropriate for dealing with complaints of this nature.

ODR Platform

- 19.11. If we are unable to resolve your complaint, and it relates to a contract we entered into online or by other electronic means, you may also be able to submit your complaint to an approved alternative dispute resolution (ADR) provider in the UK via the EU 'ODR platform'.
- 19.12. The ODR platform is an interactive website offering a single point of entry for disputes between consumers and traders relating to online contracts. The ODR platform is available to consumer clients only, i.e. where you have instructed us for purposes outside your trade, business, craft or profession.
- 19.13. The website address for the ODR platform is: <http://ec.europa.eu/odr>.
- 19.14. We are not required to, and have chosen not to adopt an ADR process because we consider the service offered by the Legal Ombudsman to be the most appropriate means of resolving complaints about legal services.

Instruction of barristers

- 19.15. Clauses 19.15 to 19.19 only apply when we instruct a barrister on your behalf.
- 19.16. Barristers are regulated by the Bar Standards Board and must act in accordance with the Board's Code of Conduct. That Code contains similar provisions in relation to client complaints as the SRA Code requires of us.
- 19.17. As such all barristers chambers are required to have an internal complaints handling system and to ensure you are informed that you have the right to complain about the service provided by the barrister either direct to the chambers or via ourselves.
- 19.18. As part of our normal instructions to counsel we provide your name and contact details to the chambers and in order for the chambers to comply with their regulations and inform you direct of your rights in relation to them.
- 19.19. If, at the end of using their internal complaints handling process, you are not satisfied with how the Chambers has dealt with the matter you may raise your concerns with the Legal Ombudsman in a similar way as is outlined above in paragraphs 19.3 and 19.4 above.

20. Termination

- 20.1. This sub-paragraph applies only if you did not instruct us face to face. You may withdraw any new instructions within 14 working days of giving them without incurring any fee. This right will cease if we start to act on those instructions with your consent within that time.
- 20.2. This sub-paragraph applies only if you and we have entered into the contract for our services either at your home or place of work. In this case you have the right to cancel this contract if you wish to do so. That cancellation must be provided to us in writing within 14 days of receiving our Engagement Letter. If this applies, our Engagement Letter will confirm this and provide a Notice of Cancellation for your use. However, if you would like us to start work straightaway then, even if you cancel the contract, you agree to pay for time spent and any work undertaken by us before the cancellation. In this case we will not start work until we have received the enclosed duplicate of the Engagement Letter duly signed by you.

- 20.3. Otherwise although you may terminate our appointment at any time, you will be liable for our fees and expenses up to the date of termination.

- 20.4. Our rules of professional conduct govern in what circumstances we may terminate the contract between us including without limitation the non-payment of bills or payments on account, or where a conflict of interest arises, either between you and us, or you and another party in the matter that was not present at the beginning of your matter. If we terminate the contract between us, we will notify you and give reasons unless we are prohibited by law from doing so.

21. Severance

- 21.1. If any court or competent authority finds that any provision of these Business Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms shall not be affected.
- 21.2. If any invalid, unenforceable or illegal provision of these terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22. Governing law

The law of England and Wales will govern our professional and contractual relationship with you notwithstanding that you may be based, or our services provided to you, in Scotland or elsewhere.

23. Regulatory body and professional rules

We are authorised and regulated by the Solicitors Regulation Authority (SRA). As such we are required to comply with the SRA's professional rules, including the SRA Code of Conduct. You may access these rules, in English:

- 23.1. On the SRA website at www.sra.org.uk,
- 23.2. By calling 0870 606 2555 (inside the UK), 09.00 to 17.00, Monday to Friday
- 23.3. By writing to the Solicitors Regulation Authority, The Cube, 199 Wharfedale Street, Birmingham, B1 1RN or DX 720293 BIRMINGHAM 47.

24. Agreement

- 24.1. Your continuing instructions will be acceptance of these terms.
- 24.2. In order to progress your matter we need your help and therefore ask that you:
- 24.2.1. give us clear instructions,
- 24.2.2. respond to our communications promptly,
- 24.2.3. provide money in advance when requested,
- 24.2.4. tell us your contact details if they change,
- 24.2.5. tell us if you will be unavailable for any reason.
- 24.2.6. send us any evidence of identification that we may require (please see paragraph 10.1).

If you do not, this may cause delay, increase costs or prejudice your matter if deadlines are missed.

Southampton
Gateway House
Tollgate
Chandlers Ford
Eastleigh SO53 3TG

T. 023 8071 8000
F. 023 8033 2205

Lymington
48 High Street
Lymington
Hampshire SO41 9ZQ

T. 01590 625800
F. 01590 671 224

Richmond
2 The Green
Richmond
TW9 1PL

T. 020 8744 0766
F. 020 8332 8630

9 The Green
Richmond
TW9 1PU

T. 020 8744 0766
F. 020 8948 8498

City of London
60 Cheapside
London
EC2V 6AX

T. 020 3962 7333
F. 020 3962 7444

www.mooreblatch.com



Moore Blatch is the trading name of Moore Blatch LLP, which is a limited liability partnership registered in England and Wales, registration number OC335180. The registered office is Gateway House, Tollgate, Chandlers Ford, Eastleigh, SO53 3TG. Our VAT registration number is: 188 6831 09

We use the word 'partner' to refer to a member of the LLP, or an employee or consultant who is a lawyer with equivalent standing and qualifications (a non-member). A list of the members is open to inspection at our registered office, together with a list of those non-members who are referred to as partners.

Authorised and regulated by the Solicitors Regulation Authority. SRA ID. 487618.
March 2019.