

Terms of Business

Contents

	<i>page</i>		<i>page</i>
INTRODUCTION	1	26. RECOMMENDATIONS	7
1. DEFINITIONS	1	27. AUDITS AND AUDIT ENQUIRIES	7
2. THE CONTRACT BETWEEN US	2	28. THIRD PARTY RIGHTS	8
3. COOLING OFF RIGHTS	2	29. DATA PROTECTION	8
4. WORK THAT IS NOT INCLUDED	2	30. CONVEYANCING MATTERS	8
5. INSTRUCTIONS AND AUTHORITY	2	31. REFERRALS AND COMMISSIONS	8
6. EVIDENCE OF IDENTITY AND OUR RIGHT TO CANCEL	2	32. EQUALITY AND DIVERSITY	8
7. CONFIDENTIALITY	3	33. PROFESSIONAL INDEMNITY INSURANCE	8
8. FEES	3	34. GENERAL	8
9. DISBURSEMENTS AND OTHER COSTS	3		
10. ESTIMATES AND QUOTES	4	INTRODUCTION	
11. MONIES ON ACCOUNT	4	Taylor Fordyce Limited (referred to below as “TFL”, “we” and “us”) is constituted as a Limited Company in accordance with the Companies Act 1986 (with registered number 6044916 and with its registered office at 1 & 2, City Business Centre, Hyde Street, Winchester SO23 7TA). A list of the directors of TFL is available from our registered office.	
12. CLIENT MONEY	4		
13. BILLING AND PAYMENT	4	1. DEFINITIONS	
14. YOUR RESPONSIBILITIES	5	The following definitions apply in all cases:	
15. SERVICE STANDARDS	5	<ul style="list-style-type: none"> • “Terms” shall mean these Terms of Business; • “us” or “we” or “our” or “firm” shall mean the law firm of Taylor Fordyce Limited • “you” or “your” shall mean our client; • “Contract” shall mean the agreement between us and you relating to the provision of our services; • “Letter of Engagement” shall mean our letter referring these Terms to you and setting out any other special terms including the work you have asked us to do and the individuals who will handle it at our firm. Any conflict between the Letter of Engagement and these Terms shall be read in favour of the Letter of Engagement; 	
16. COMPLAINTS	5		
17. LIMITATION OF LIABILITY	5		
18. SERVICE OF DOCUMENTS	6		
19. INSIDE INFORMATION	6		
21. OTHER MATTERS	6		
21. REGULATORY MATTERS	6		
22. CONFLICTS	6		
23. TERMINATION	7		
24. PAPERS AND DEEDS	7		
25. EMAIL, FAX AND IT MATTERS	7		

- “Disbursements” shall mean any costs or payments that we incur on your behalf in connection with providing our services, e.g. Counsels’ fees, agents’ fees, couriers’ fees, etc;
- “Estimate” shall mean a provisional estimate of our fees, which is not intended to be legally binding;
- “Quotation” shall mean a firm indication of what our costs shall be for acting for you.

2. THE CONTRACT BETWEEN US

Our Letter of Engagement, these Terms, and any written amendments that we agree with you shall form the Contract. This Contract will be concluded:

- When you confirm that the provisions of our Letter of Engagement are agreed; or
- When you give us any specific instructions to act on your behalf, request advice from us, or after you have received our Letter of Engagement and you have raised no objections to their provisions.

Where reference is made in these Terms, or in any other correspondence or in the context of providing services, to a “partner” of TFL, the term “partner” indicates an employee or director with equivalent standing and qualifications. It shall not be construed as indicating that the employees and directors of TFL and/or any person referred to as a “partner” are carrying on business in partnership for the purpose of the Partnership Act 1890. In addition, any reference to any employee or director of TFL shall be deemed to include a reference to an employee or director of any subsidiary of TFL.

3. COOLING OFF RIGHTS

Where we have not met with you in person, the Consumer Protection (Distance Selling) Regulations 2000 may apply to your matter, giving you the statutory rights to terminate the Contract within a cooling off period of seven working days beginning with the day after the Contract was concluded. The Regulations also say that we should complete our work within 30 days of the day after you asked us to work for you, unless otherwise agreed. In this respect, subject to any contrary term in our Letter of Engagement, our agreement with you is on the basis that we shall not be required to meet the 30 day deadline, given our services generally require more time to complete. Your acceptance of these Terms (see clause 2 above) constitutes agreement that we will not complete our work for you within 30 days.

The Cancellation of Contracts made in a Consumer’s Home or Place of Work etc. Regulations 2008 may also apply where our contract with you was made away from our office. These Regulations give you the statutory right to terminate the Contract within a cooling off period of seven days.

If either Regulations apply to our contract with you, we will send you a Notice setting out your rights to cancel.

4. WORK THAT IS NOT INCLUDED

Subject to our Letter of Engagement, or unless otherwise agreed to the contrary in writing, our advice shall not include advice on matters relating to:

- The laws of any jurisdiction other than England and Wales; or
- Taxes or duties (other than Stamp Duty); or
- Financial planning; or
- Accounting.

5. INSTRUCTIONS AND AUTHORITY

If you are a company, partnership or other organisation, we may accept instructions from anyone within your organisation unless you have written to us identifying which individuals we are to take instructions from.

When our Contract is with more than one person, unless otherwise agreed in writing, we may:

- Accept instructions from any one of those persons on behalf of all; and
- Correspond with any one of those persons on behalf of all.

6. EVIDENCE OF IDENTITY AND OUR RIGHT TO CANCEL

The Law requires us to undertake due diligence measures concerning our clients and this includes asking for evidence of your identity and obtaining information about persons who have substantial interests in or control over the management of businesses or trusts. We may charge for doing this based on our hourly rates. We will also use an on-line identity verification service. Our fee to conduct these checks is £5.00 per check. Pending completion of our due diligence, we may be unable to begin acting and to receive payments into our client account. If you cannot satisfy these requests promptly we have the right to cancel the Contract immediately on giving written notice to you.

Under the provisions of the Proceeds of Crime Act 2002 (“POCA”), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities. If you fail to comply with your obligation to provide evidence of identity or

we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

We are under a professional obligation to act in your best interests. To protect you from possible fraud we may carry out detailed checks of solicitors acting for the other side to ensure they are legitimate. We will always inform you if such checks are required and likely costs.

7. CONFIDENTIALITY

We are under a professional and legal obligation to keep your affairs confidential. This obligation is however subject to a statutory exception: all UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such as if it concerns HM Revenue and Customs, money-laundering, the proceeds of crime and terrorist financing. These requirements can override our usual duty of confidentiality to you. In addition, these requirements may oblige us to ask you to provide us with information that may be relevant for legal or regulatory purposes at any time. Any failure by you to provide any information of this sort shall entitle us to cancel this Contract on giving immediate written notice to you.

We are required by law to make a disclosure to the Serious Organised Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we are not able to tell you that a disclosure has been made and we may have to stop working on your matter for a period of time and may not be able to tell you why.

From time to time we may be audited by our auditors, the SRA or other Quality Assurance organisations and we may outsource some of our administrative duties on our files to other companies to ensure that work is done promptly. Whilst we will always seek confidentiality agreements with these outsourced providers you have the right to be excluded from having your file outsourced. By agreeing to these Terms of Business you are waiving that right.

8. FEES

Our fees are based on hourly rates as follows:

Directors	£235
Senior solicitors	£235
Legal Assistants	£125-£185

For the purpose of calculating hours spent on a matter, for example correspondence (including email), meetings, telephone calls, drafting documentation, research, preparing notes, and travelling, is recorded in units of six minutes (1/10th of an hour).

Our hourly rates (which are exclusive of VAT and disbursements) are based on experience and seniority and should any other individuals join the team providing a service to you, we will inform you of their hourly rates.

Any agreed or estimated fees will be based on the services we have agreed to provide as confirmed in writing. These may have to be varied, but we would normally seek your agreement to variations if the circumstances permit. If we are instructed to perform additional or other work, whether or not connected with the agreed services, our charges will be based on our hourly rates.

Hourly rates are reviewed each August with changes brought into effect from 1st September. Changes in hourly rates will be notified.

Each invoice can, if you require it, include details of the number of hours worked by each category of fee earner.

Unless we agree to the contrary, any time spent by our lawyers in travelling or in waiting to attend any meetings, Court hearings, etc shall be calculated with reference to the hourly rates of the lawyers in question.

Our fees are subject to Value Added Tax (VAT) where applicable. You will provide us with all relevant information in this respect. If your information proves to be incorrect, you shall reimburse us on demand for any interest, penalties or legal costs which we incur as a result.

Our fees are payable irrespective of whether a matter proceeds to completion. Once we have sent you a bill of costs we shall be entitled to pay our fees out of any sums that we receive or hold on your behalf, such as the proceeds of a sale of property.

In litigation matters, unless we agree otherwise, for example by entering in to a Conditional Fee Agreement, we will usually be entitled to be paid the costs agreed with you even if these costs are greater than those which may be recovered from another party to the proceedings.

We will keep you updated about fees as the matter progresses; in particular, we will tell you how much the fees are at regular intervals. We will explain to you any changed circumstances which will or are likely to affect the amount of costs, the degree of risk involved and the cost-benefit to you of continuing with your matter.

We will inform you as soon as it appears that a cost estimate or agreed limit may be exceeded.

All fees and costs must be paid by you. If you require third party funding then the third party must undergo the same process of due diligence required of us by law.

9. DISBURSEMENTS AND OTHER COSTS

In addition to our fees, you shall also pay to us, with VAT if applicable:

- All Disbursements we make or incur on your behalf;
- The cost of any foreign telephone calls that we make on your behalf;

- The cost of all travel and accommodation reasonably incurred by us.

We may require you at any time either to pay us sums in advance (a payment on account) of any Disbursements or costs that we may have to incur, or to make any payments of this sort yourself direct to the provider in question.

We are professionally bound to pay barrister's fees once a barrister has been instructed on your behalf. We will obtain your prior agreement to the instruction of a barrister or any other third parties and we will ask you to make payments in advance to us to meet fees associated with their involvement.

10. ESTIMATES AND QUOTES

Estimates and Quotations are generally based upon your initial description of the matter in question and upon any documentation that you might have given us to consider. Such information may not be sufficient to give an Estimate or Quotation, particularly if documentation needs to be prepared or negotiated, or if any complicated legal points are involved.

Where an Estimate or Quotation is given, it must be in writing to be of any effect. Such effect will in any event be limited in that sometimes a matter is more complicated than we could reasonably have expected from your description or from a preliminary review of that documentation, or unforeseen issues arise as a matter progresses which have a bearing on the amount of time which we need to spend, or upon any Disbursements or other costs which need to be incurred. We shall advise you of any such changes in circumstance, as these matters will fall outside the scope of any Estimate or Quotation which we have given. We shall seek to agree with you an additional fee for such matters, but if no agreement is made, we shall have the right to cancel this Contract on giving written notice to you.

If it is not possible to calculate our charges with reference to a Quotation we have given, they shall be determined with reference to our hourly rates.

Unless we specifically advise to the contrary, all Estimates and Quotations are exclusive of VAT, Disbursements and other costs.

11. MONIES ON ACCOUNT

We reserve the right to require you to pay one or more sums on account of our fees and/or any likely Disbursements or costs at any time before and/or during the course of the work. Any sums we ask you to pay on account may include an element to reflect any VAT that may be chargeable. These sums will be held in your name in our client account accruing interest. Interest will be calculated and paid to you at the rate set by Lloyds Bank plc. That of course may change. Unless otherwise agreed with you, we will in accordance with the SRA guidelines account to you for any interest exceeding £20 earned on cleared funds held by us for you for more than seven days.

From these sums, we shall be entitled to settle our invoices for fees, Disbursements or costs after we have advised you of the fees, Disbursements and costs in question. If it transpires that our invoiced amounts at the end of a matter are less than the sums that we are holding on account, we shall refund the balance to you.

12. CLIENT MONEY

We will hold any funds which you remit to us to be held on your behalf in our client account. We will only hold your money at a bank or building society where the monies are held at a branch (or head) office in England and Wales.

We currently have our client account at Lloyds Bank plc. We may subsequently open further client accounts at different banks and/or transfer client funds from time to time from one account to another. Whilst we monitor circumstances relating to our bankers and take such action we feel is necessary to protect our finances, we may not be liable to repay money lost through a banking failure. If you are acting in the capacity of a private individual or small business, you may be eligible to obtain compensation from the Financial Services Compensation Scheme (FSCS) up to a maximum of £85,000 per person per authorised institution in the event of the bank failing. The compensation limit applies to one individual per failed entity, and so if you hold personal monies with the same bank (or member of a group to which it belongs), the limit remains at £85,000. If at any time you wish your funds to be held in a specific account or in any particular bank or in any other way you should advise us as soon as possible and confirm any such instruction in writing. We undertake no responsibility to advise you where or how your funds should be held.

13. BILLING AND PAYMENT

Subject to any special terms in our attached Letter of Engagement, billing frequency is at our discretion depending on such criteria as the nature of the matters on which we have been asked to act, the amount of our unbilled fees and the amount of time that is being spent on your matters. We generally invoice our clients on a monthly basis and on completion of the transaction. Our invoices are payable in full upon receipt.

If any of our invoices are not paid within 14 days of their delivery to you:

- We may charge you interest on the outstanding amounts at the rate of 3% above the base rate of The Bank of England; and
- We have the right to suspend work on any matters on which you have asked us to act, or to cancel all or any of our Contracts with you on giving you immediate written notice; and
- Where we are acting for you in a matter before a Court or Tribunal we have the right to apply to that Court or Tribunal to be taken off the record as your

lawyers in relation to any legal matter in which we are representing you on giving you 7 days written notice; and

- We have the right to exercise a lien over any documents where funds are outstanding.

Where our attached Letter of Engagement is addressed to more than one person, or where we have agreed with the addressee of our Letter of Engagement to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

Our bills can be paid by cheque, bank transfer, debit or credit (please note that we do not accept the following cards: Maestro (UK), Debit MasterCard or American Express and there will be an additional charge of between 1.575% to 2.10% plus VAT when paying by credit card). Our policy is not to accept cash from clients. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds as per clause 6 above. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party unless we are satisfied payment to a third party does not contravene any anti-money laundering laws or regulations.

We can only accept funds from the addressee(s) of our Letter of Engagement (ie our client) and not from any third parties.

14. YOUR RESPONSIBILITIES

In order to carry out our services in a prompt, effective and professional manner, we shall require your full co-operation and assistance throughout the duration of our Contract with you. This means that we expect to receive clear, timely and accurate instructions from you and to be provided with documents promptly upon request. In litigation matters you are required by the Court Rules (the Civil Procedure Rules) to safeguard any documents which are likely to be required for disclosure and we will give you further guidance on the types of documents which you are obliged to disclose, as necessary.

15. SERVICE STANDARDS

We will explain to you the legal work required as your matter progresses and provide you with updates, such as the likely timescales, costs and whether the costs still justify the risks. We will review your matter regularly, advise you of any changes in the law and advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

We are happy to receive queries by telephone, email, fax or letter. If the person with responsibility for your matter is unavailable to take a call, he or she will attempt to return your call the same day but if that is not possible, then your call will be returned within 1 working day. Written correspondence (which includes letters, emails, and faxes) will generally be replied to within 3 working days unless further investigation and/or inability to contact others prevents this. If your correspondence is marked urgent or a specific reply date is requested, we will do our best to prioritise it accordingly.

Our normal office hours are Mon-Fri 9am-5.30pm and Sat 9am-1pm although, occasionally, appointments may be made outside those hours as circumstances dictate. It is generally not possible to see people arriving without appointments so please contact us should you wish to see the person with responsibility for your matter in person in order to make an appointment.

16. COMPLAINTS

We are committed to providing high quality legal advice and client care. However if you are unhappy about any aspect of the service you have received or about the bill, please contact the individual named on the attached Letter of Engagement. We have a procedure in place which details how we handle complaints, which is available on request. We have eight weeks to consider your complaint, but aim to provide a full response to most complaints within 28 days.

If you are not satisfied with our handling of the complaint and/or we have not resolved it within this time, then you may be eligible to ask the Legal Ombudsman to consider the matter, but only after you have made a formal complaint to us. The Ombudsman's telephone number is 0300 555 0333 or you can find out more information on the website at: <http://www.legalombudsman.org.uk>. Please note that if you wish to take up a complaint with the Legal Ombudsman then you should do so no later than six months after the date of our final written response to your complaint, or within a year of the act or omission about which you are complaining occurring (or you becoming aware of it).

Our invoices contain a brief summary of the work that we have undertaken for you and the Disbursements and costs that have been paid out on your behalf in relation to the matters on which you have asked us to act. A more detailed description can be provided if needed. If you are not satisfied with the amount of our fees, you may be entitled to object to the bill by making a complaint to the Legal Ombudsman. If your complaint relates to our bill then you may also have the right to have the bill assessed under the Solicitors Act 1974 (Part III).

17. LIMITATION OF LIABILITY

As solicitors we are permitted to put a reasonable limit on our liability to our clients provided that:

- The limit on our liability is not below the minimum level of cover required by the Solicitors' Indemnity Rules (currently £3,000,000);
- We can only limit our liability to the extent that the law allows. In particular, we do not limit our liability for death or personal injury resulting from our negligence.

Our liability to you shall therefore be limited as follows:

- Irrespective of the legal grounds on which any claim against us is made, unless we expressly state a higher amount in our Letter of Engagement accompanying these Terms, our liability and loss to you (including any liability for negligence other than for death or personal injury) shall be subject to an aggregate limit of £3 million for all claims and losses resulting from:
 - one act error or omission;
 - one series of related acts or omissions;
 - the same act or omission in a series of related matters or transactions;
- similar acts or omissions in a series of related matters or transactions.

For the purposes of this clause, a claim against any one or more of our directors, solicitors, assistant solicitors, any other members of our staff (whether employees or not) and any company or its employees handling outsourced work as per clause 7 above, arising from one matter or transaction, shall be regarded as a single claim against us and our liability to you shall be limited accordingly.

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.

18. SERVICE OF DOCUMENTS

Where we agree to accept service of documents on your behalf and do not agree specific terms and conditions for so acting, our obligations are only to use reasonable care to forward the document to you at your risk, or communicate to you the fact of its receipt by us, as promptly as reasonably possible at the address we last have for you. We will not be bound to consider the urgency or importance of the document or advise you concerning it (unless we have specifically agreed to do so). Nor shall we be liable for any delay or failure in communication due to circumstances beyond our control or be required to act in any respect contrary to law or to our professional obligations as solicitors. We may terminate our agreement to accept service on not less than one month's written notice to you subject to any rules of the Supreme Court if we are also on the court record.

19. INSIDE INFORMATION

If you are required to comply with the inside information provisions of the Disclosure Rules and Transparency Rules published by the Financial Services Authority and where we have access to any information which we consider to be, or you advise us constitutes, inside information (as defined in the Disclosure Rules and Transparency Rules), we will maintain a list of those employees and directors of TFL who are acting on the transaction or may otherwise have access to the inside information (an "insider list"). You agree to notify us when you provide information to us which is inside information.

We will provide you with a copy of the insider list as soon as reasonably practicable if you ask us to do so. We will also provide a copy to the Financial Services Authority and/or the Law Society or Solicitors Regulation Authority if so required.

The insider list will be stored and kept for five years from the date on which it is last edited. During storage, it will be readily obtainable if required. Unless you instruct us to the contrary, the insider list will be destroyed at the expiration of the five year period.

20. OTHER MATTERS

We shall not be liable to you for any failure to provide our services caused by matters beyond our reasonable control.

21. REGULATORY MATTERS

We are authorised and regulated by the SRA, whose Code of Conduct, including its professional rules, principles and guidance apply to us. We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

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 may carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts such as defective title indemnity insurance in conveyancing matters and after-the-event insurance in litigation matters. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fsa.gov.uk/register.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the

independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body.

If you are unhappy about any insurance mediation advice we have given you then you should follow our complaints procedure (see Complaints at clause 16).

The Firm has effected professional indemnity insurance cover which meets or exceeds the requirements of the SRA. In the event of any failure by the Firm to meet its liabilities, apart from such insurance, the Solicitors' Compensation Fund is in place, from which grants may be given to those who have suffered loss by reason of the dishonesty of a solicitor or an employee in connection with a solicitor's practice or in connection with a trust of which the solicitor is a trustee.

22. CONFLICTS

We have the following rights to cancel this Contract on giving immediate written notice:

- If our own interests conflict with yours; or
- If a conflict of interests arises between you and any of our other clients in relation to the same or related matters, or there is a significant risk that this might happen; or
- If any instructions you give us conflict with our professional duties or obligations as solicitors.

23. TERMINATION

You may immediately terminate the Contract in writing at any time if you wish us to stop acting for you. We may also cancel the Contract:

- If we have good reason to do so on giving you reasonable written notice; or
- If we believe there are circumstances that justify an immediate cessation of the work that we are doing for you; or
- In the circumstances provided for in other clauses of these Terms.

Circumstances that might justify our ceasing to act for you under the first two bullet points above would include a non-payment of any of our invoices, your failure to make any payment on account or to settle any Disbursements or costs which we have requested, or your failure to give us the instructions that we might reasonably expect in relation to your matter(s).

In the event that we cancel the Contract and cease acting for you, we shall be entitled to charge you a fee for all the time spent by us up to cancellation, and all the Disbursements and costs we have incurred or may be liable for up to that point in time. If it is not possible to calculate our fee with reference to

a Quotation that we have given, our fee shall be calculated on the basis of our hourly rates.

24. PAPERS AND DEEDS

We are entitled to retain our files and any documents we are holding on your behalf until you have paid all our invoices (a lien). Unless you have already asked us to return any papers to you, we shall keep all files relating to your completed matters in storage for not less than 7 years (and in accordance with SRA guidance for file retention), either in their original form or on some other retrievable medium. After the end of that period, those files will be destroyed, although this shall not apply to any original documents that you have specifically asked us in writing to keep in safe custody for you.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval.

However we may charge you both for:

- time spent producing stored papers that are requested
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

25. EMAIL, FAX AND INFORMATION TECHNOLOGY (IT) MATTERS

Unless otherwise agreed, we may use conventional (unencrypted) email to communicate with you and anyone else that is involved in any matter on which you instruct us. You acknowledge that conventional email may present security risks in certain circumstances and you shall be taken to have accepted those risks unless you tell us not to use that means of communication.

Please note that in order to protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and you should note our internal IT procedures may also impose a delay on our ability to open and deal with certain types of electronic files.

Please also note that we may record and monitor telephone, fax and email communications that are made to or from our offices and staff for the purposes of the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

26. RECOMMENDATIONS

If it becomes necessary to instruct and/or liaise with overseas lawyers and/or other professional advisors on your behalf, we will notify you of the firm we intend to use (if you do not have an existing or preferred firm) and ask them to provide you with an estimate of their costs for which you will be directly liable. Although we may recommend a firm with which we have

previously worked, any such firm will be independent of TFL and will be instructed on your behalf and not as our agents.

We accept no responsibility or liability for advice given to you by any such overseas lawyers or other professional advisers, whether recommended by us or suggested or instructed by you. Unless you otherwise advise us in writing, we will assume that we are authorised to communicate necessary information (whether confidential to you or not) to such lawyers or advisers.

27. AUDITS AND AUDIT ENQUIRIES

If we receive requests for information of an auditing nature from you, your accountants or auditors, we may address our response to you and we may charge you for the time spent in addressing these enquiries at our normal hourly rates.

External firms or organisations may conduct audit or quality checks on our practice to ensure compliance with mandatory requirements such as the regulatory standards and/or voluntary standards such as CQS which to which this practice is accredited. Such external firms or organisations are required to maintain confidentiality in relation to your files. We operate our own in-house file review process to ensure our own quality standards are adhered to and personnel involved in the review process are bound by the firm's confidentiality obligations.

28. THIRD PARTY RIGHTS

Unless we specifically agree to the contrary in writing, we shall act only on your behalf in relation to the work that we do for you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

Any legal advice that we give you is for your own use only and we shall not be liable to anyone else in relation to that advice (including anyone that you pass or transmit it to) unless we expressly agree to be liable to the recipient(s) in writing.

29. DATA PROTECTION

If you are a private individual we shall only use any personal data that we have relating to you for the following purposes:

- To identify you as a client of this firm, to confirm any information you have given us and to keep your records up to date;
- To provide you with legal services;
- To process any payments from you;
- To send you information regarding our products and services, including any products and services that we may supply in conjunction with anyone else, unless you ask us not to do so;
- For review and analysis in connection with the management of our practice;

- For legal and regulatory compliance; and
- For producing statistics and other information relating to our business, including statutory returns, providing this shall not identify you personally.

Our use of that information is subject to your instructions, the Data Protection Act 1998, and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. Except in certain circumstances, you have a right of access under data protection legislation to the personal data that we hold about you and you should ask us should you need to access this data.

30. CONVEYANCING MATTERS

In conveyancing matters when acting for you as a purchaser, we may also be acting for your proposed lender and as such we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes but is not limited to:

- Any differences between your mortgage application and information we receive during the transaction;
- Any cash-back payments or discounts that a seller is giving you.

The Law Society's Conveyancing Quality Scheme Conveyancing Protocol encourages the disclosure of information to other parties and their agents as to any parties' requirements and ability to proceed. By signing our Letter of Engagement you agree that we may disclose your information for this purpose.

31. REFERRALS AND COMMISSIONS

If you have been referred to us by an introducer with whom we have a financial arrangement:

- We shall not disclose your information to that introducer unless you consent;
- We shall make clear the amounts involved in your Letter of Engagement;
- If we also act for the introducer in the same matter and a conflict of interest arises, we may have to cease acting for you;
- Any advice we give will be independent and you can raise questions on all aspects of the matter.

32. EQUALITY AND DIVERSITY

We are committed to encouraging and 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.

33. PROFESSIONAL INDEMNITY INSURANCE

The details of our Professional Indemnity Insurance and the territorial coverage of the policy are available in each of our offices and are available upon request.

34. GENERAL

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and subject to the exclusive jurisdiction of the English and Welsh courts, notwithstanding that you may be based, or our services may be provided to you, elsewhere.