

Dear

RE:

We are delighted that you have chosen Hunter's Solicitors LLP ("the firm"), and we look forward to a successful working relationship with you.

This letter sets out the basis of our engagement.

Acceptance of Terms

Please sign in the spaces indicated and return to us:

- a signed copy of this letter
- a signed copy our Terms and Conditions

Please note that in most circumstances, we will only be able to do a minimal amount or no work until we have these signed acknowledgements from you.

Purpose of this letter

This letter, together with any email describing any new matter you instruct us on, is provided to comply with regulatory requirements about certain information given to clients. It addition it explains how we will provide our services to you and sets out information to clarify the extent of our liabilities and how they are limited.

This letter and our terms of business apply to any future matters that we are instructed by you, except if we enter into specific arrangements in writing to the contrary.

Our Client

[OUR CLIENT] is our client. We only act for our client; we only work in our client's best interests and will owe duties of care and confidentiality to our client alone.

If a potential conflict of interest arises between joint or multiple clients, we will have to cease acting for all of them unless all agree.

If a potential conflict of interest arises between our client and someone else who may be instructing us on their behalf or with whom we are dealing in the course of our instructions. In that case, the other person's responsibility is to take independent legal advice. We will continue to act in our own client's best interests.

Joint instructions

If you instruct us to act not only on your behalf but also on behalf of another person or persons in relation to the same matter, for instance, husband and wife, family members or business partners, we are thereby authorised to act upon instructions received from anyone on the assumption that they have authority to give instructions on behalf of all of them. However, before accepting initial instructions, the firm must confirm the identity of each client.

Instructions from companies may come from an individual director of the company unless otherwise instructed in writing.

Unless agreed otherwise, any one or more of those instructing jointly is jointly and severally liable for costs and disbursements.

If we act for you on a disposal where there will be proceeds of sale, those net proceeds will be paid to you. Joint owners will be paid equally unless you tell us otherwise. Unless notified, we shall take it that only you are interested in those proceeds, and there are no trusts or similar in favour of third parties.

Money Laundering

To comply with anti-money laundering legislation, we must see evidence of your identity and address.

- One identification document with a photograph (either a current passport or photo driver's license)
- One document **less than three months old** verifying your address (a bank statement or utility bill).

We must see the original documents ourselves. If that is not possible, then the only acceptable alternative is a copy of the documents, certified by a solicitor to say that they have seen the original document and that the copy is a true copy.

We will commission an electronic anti-money laundering check from a specialist provider, the fee for this will be added to your account as a disbursement.

Please provide us with

- your full name
- date of birth
- current address
- any addresses you have lived at during the last three years

We are obliged under the anti-money laundering regulations to make enquiries into the source of the funds you are using to finance the transaction, and we may ask you to provide proof in some cases.

Our firm's policy is to only accept cash up to **£1,000**.

Solicitors are under a professional and legal obligation to keep clients' affairs confidential. There is a statutory exception to this obligation. Legislation on money laundering and terrorist financing has placed solicitors under a legal duty to disclose information to the Serious and Organised Crime Agency in certain circumstances.

Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, then the solicitor may be required to make a money laundering disclosure. If this happens, we may not be permitted to inform you of a disclosure or its reasons.

Your Instructions

[INSERT WRITTEN INSTRUCTIONS]

Our work will rely on the accuracy of the information you give us or on your behalf. Therefore, it is essential that you promptly deal with any requests for information and documents to enable us to provide our services to you.

In addition, you must give us clear instructions on your requirements and inform us promptly of any changes or additions to information, documents and requirements.

Conveyancing Quality Scheme

Hunter's Solicitors LLP is an accredited member of the Law Society Conveyancing Quality Scheme (CQS) if this matter relates to a residential property transaction. The CQS provides a recognised quality standard for residential conveyancing practices, which we must comply with, ensuring that we:

- (a) Meet our duties to you and your lender where we act for them;
- (b) Take action to prevent fraud in the conveyancing process;
- (c) Deal with the other parties fairly and honestly, which includes not withholding relevant information; and
- (d) Respond to the other parties per agreed timeframes.

All obligations under the Law Society Conveyancing Protocol are subject to overriding client confidentiality obligations, and our obligation to act in your best interest.

The CQS audit procedure requires the examination of client files from time to time. Your file may be selected for auditing. If that happens, the examination is conducted under strictly controlled circumstances and only with duly appointed and qualified individuals.

By accepting our terms and conditions, you agree that we will act under the terms of the Law Society Conveyancing Protocol. This includes consent to the disclosure of your confidential file if necessary. You may withdraw such consent in writing at any time.

People responsible for this matter

[INSERT FEE EARNER] will have responsibility for both the overall and day-to-day conduct of this matter.

We aim to respond to all email communications within three working days. However, emails occasionally go into the junk mail folder and go unnoticed. If you have not received a response to your email within three working days of sending it, contacting us may be worthwhile to check that the email has been received.

Our Advice

[INSERT ANY ADVICE]

Limitations and Exclusions

We rely entirely on the clients/employees/shareholders or third-party consultants providing the correct information and documentation and hence cannot be responsible for the accuracy of the information and documentation provided by third parties.

Key Dates/Timescale

[INSERT KEY DATES / TIMELINE]

Tax Advice

As solicitors, we do not give tax advice concerning transactions. Therefore, you should seek the advice of an accountant or other financial adviser about the potential tax ramifications of any transaction you enter into.

Fees and Expenses

Unless we have agreed otherwise with you, our fees are based principally on time spent on the matter, but this is not the sole criterion. Time spent on your affairs will include

- meetings with you;
- considering, preparing and working on papers, including preparation of bills and statements of account;
- correspondence and making and receiving telephone calls.

Letters and telephone calls made and received are usually charged on a time basis of six-minute units.

We may make an additional charge where the circumstances justify, for example, because of the specialist expertise involved, any particular or unusual urgency, or where the matter has special or important value for you or your business.

In property transactions, in the administration of estates and transactions involving a large amount of money or benefit to the client, we may base our costs on time spent by referring to a value element, such as the price of the property, the size of the estate or the value of the financial benefit.

Our standard hourly rates are:

[FEE EARNER] [HOURLY RATE] £.....
[FEE EARNER] [HOURLY RATE] £.....

To assist you in budgeting for costs, we will provide estimates of the costs likely to be involved in particular matters and will keep you informed of any additional expenses which will be incurred.

We may ask you to pay interim bills for work already done and sums of money on account of the charges and expenses expected in the following weeks or months.

Delays in the progress of a case may result if such requests are not paid promptly. In the unlikely event of any bill or request for payment not being met, we reserve the right to stop acting for you further.

Expenses paid or incurred on behalf of clients are charged in addition to our professional fees and are known as disbursements.

These include, for example:

- payments to Counsel
- overseas lawyers
- other professionals and expert witnesses
- Court fees, enforcement fees
- real property search and registration fees,
- company search fees,
- couriers, travel expenses, scanning and photocopying.

We have no obligation to make such payments if you have not provided us with funds, but you will remain liable for their payment.

Where you have made a payment to us on account of Counsel's fees, we reserve the right to pay any outstanding Counsel's fees from funds retained by us for that purpose whether or not you agree with the advice provided by Counsel.

In paying Counsel's fees in such circumstances, we reserve your rights to issue proceedings against Counsel for negligence and recovery of the fees paid if the work done by Counsel is unsatisfactory.

For bills we deliver concerning work carried out, we ask you to pay any outstanding balance within 28 days of delivery. Interest will run on bills outstanding for more than 28 days at 1.5% per month and will be charged daily.

VAT at the applicable rates will be added to fees and expenses chargeable to you.

Bank details

Our bank details are as follows:

Lloyds

Payee:

Sort Code:

Account No:

Ref: [INSERT CASE REFERENCE NUMBER]

Please note that we will not provide our bank details by email because email is not secure, and our bank details will not change during the transaction. So please check account details with us in person if you are in any doubt.

Funding your case

You may be entitled to have your case funded under the terms of an insurance policy which you have already taken out. For example, your commercial insurance policy may cover you for certain types of cases.

It is also possible that your case may be one for which we can obtain cover for both our costs and an opponent's costs by taking out an "after the event" insurance policy.

It is possible that funding may be provided by, for example, your employer or union.

We advise you to check at the earliest opportunity whether funding is available by any of these routes. We would be happy to discuss these options with you.

Limitation of liability

The provisions of this section are essential; you should read them carefully and ensure that you understand them. The effect of these provisions is to limit our liability to you. Accordingly, by accepting our engagement on the terms of this letter, you acknowledge that you are fully aware of these provisions.

Our liability, and that of our employees and consultants, to our clients in contract or tort or under statute or otherwise is limited as set out in this section, provided that such

liability does not arise from our fraud or other deliberate act or any personal injury we may have caused.

To the extent that it is effective in law to do so, we also limit our liability to those who are not our clients but who it is foreseeable may benefit from or be affected by the services we provide, to the same extent as if they were a client of this firm. However, this limitation shall not be interpreted as an assumption of liability on our part to anyone who is not our client.

In common with many other professional service firms, we have adopted limited liability partnership ("LLP") status under English law. The LLP is a corporate body that exists separately from its members; therefore, the members of the LLP will not be personally liable for claims against the LLP. In addition, the members of the LLP are not in partnership with one another or with the LLP.

In line with many other professionals, we limit our liability to our clients contractually. Accordingly, and except to the extent that we may from time to time otherwise agree in writing concerning any specific matter, we limit the amount of our liability to you as set out in this letter and, in particular, our liability to you is limited to a maximum amount of £3,000,000 (three million pounds) for any one claim or series of connected claims.

Details of our professional indemnity insurers are available on request.

Proportional liability

Where you have several advisers, including us, advising you on a matter, there is a risk that we will be prejudiced by any limitation or exclusion of liability which you agree with any of those other advisers. Accordingly, you agree that we will not be liable to you for any additional amount or for any amount which you would have been able to recover from that other adviser or any other such person by way of indemnity, contribution or otherwise, but are unable to recover because you agreed, or are treated as having agreed, with them any exclusion or restriction on their liability.

Third-party liability

If we have joint and several liability to you with another party, we will only be liable to pay you the proportion which was found to be fair and reasonably due to our fault. We will not be liable to pay you the proportion which is due to the fault of another party for which such other party would otherwise be liable.

In particular, any liability due from us to you will be reduced by the proportion for which another party would have been found to be liable if either

(a) you had also brought proceedings or made a claim against that other party or

(b) we had brought proceedings or made a claim against that other party under the Civil Liability (Contribution) Act 1978 or similar law under any other relevant jurisdiction.

This is irrespective of whether such other party is sued. In considering whether other parties may be liable to you, no account is to be taken of any inability on your part to enforce remedies against another party by reason of causes of action against that party becoming time-barred or the party's lack of means or the party's reliance on exclusions or limitations of liability or that the other party has ceased to exist.

No member or employee of our firm will be liable to you for breach of contract or negligence in their personal capacity. Other than in respect of liability arising from fraud, personal injury or death, we do not accept liability for claims received more than 12 months from the conclusion of our work or, if not apparent within that time, more than 6 months after it becomes apparent. Your statutory rights remain unaffected.

Specified liability cap

As stated above, our liability to you concerning any one claim or series of connected claims for losses is limited to a maximum amount ("liability cap") of £3,000,000 (three million pounds) unless otherwise agreed by us in writing.

Please understand that the effect of this paragraph is that we would not generally be obliged to pay you compensation in relation to any claims you may make against us above the liability cap.

Contacting Us

Telephone

Our office and reception switchboard is open from 9.00 a.m. until 5.00 p.m. If [fee earner] is unavailable, please leave a message with reception, and [fee earner] will return your call as soon as possible.

Email

You can contact this office at the following email address: [INSERT EMAIL]

While we care about the security of our system, we do not ordinarily use encryption or passwords. As a result, emails are susceptible to being intercepted and altered. Unfortunately, we cannot be held responsible for intercepted emails, any changes made after they have been sent, or any viruses added during transit.

We aim to respond to all email communications within three working days. If you have not received a response to your email within three working days, contacting us may be worthwhile to check that the email has been received.

Please notify us if you do not wish us to communicate with you or any other party involved in the transaction via email.

Electronic storage of information

We may store any information you give us or that we obtain in the conduct of our work for you electronically. We may also make that information available to you through electronic means. We will use reasonable endeavours to keep that information secure and take appropriate technical and organisational measures against the unauthorised or unlawful processing and accidental loss, destruction or damage of any personal data within that information; however, it is impossible to guarantee that your information will be free from every possible security breach and you acknowledge and accept that risk when instructing us.

File storage

At the end of your case, we will retain your file for six years, after which time the firm will destroy the original documents. If you require the file before its destruction, it can be recalled from storage, but there may be a charge for doing so. We reserve the right to charge for storage.

Quality of Service

We operate a system throughout the office to ensure that both our professional and administrative staff meet the required standards concerning client care. Such standards include:

- You are to receive copies of all substantive correspondence.
- You will be informed promptly of all substantive developments.
- Your telephone calls are to be returned during the course of the same day, if at all possible.
- Correspondence of a standard nature to be dealt with generally within three working days, if possible.
- Our letters are to be written in plain English.
- Appointments will be given without unreasonable delay.
- We will update you on your case's costs as often as possible. In particular, we will update you if it is considered likely that any estimate previously given is likely to be exceeded. In that event, we will provide you with a revised estimate of the total fees incurred to pursue your case.

Please inform us if you feel we are not keeping to these standards.

The Solicitors Regulation Authority regulates us. The Solicitors Code of Conduct, being the professional rules applicable to this firm, may be accessed at www.sra.org.uk.

Complaints Policy

We desire to provide you with an excellent professional service. However, in the unlikely event that anything goes wrong and you cannot resolve matters with the person who is supervising your file, then we have a complaints procedure which works as follows:

You should make your complaint to Mr C Stocker. You can contact Mr Stocker by letter, email or telephone. [INSERT CONTACT DETAILS]

You may prefer to put your complaint in writing so that it contains the full details. You should address the complaint to Mr Stocker, even if the complaint is against him or his department.

We have a written complaints policy and will let you have this upon request.

If the complaint is not resolved to your satisfaction, you are entitled to contact the Legal Ombudsman. Their contact details are as follows:

Address: P.O. Box 6806, Wolverhampton. WV1 9WJ

Email: enquiries@legalombudsman.org.uk

Telephone: 0300 555 0333

Time Limits for Complaints to Legal Ombudsman

In the first instance, you should complain to us. Then, if you are unhappy with our response, you may complain to the Legal Ombudsman. Your complaint should be made:

- No longer than 12 months from the incident which gave rise to your complaint. Alternatively, this 12-month time limit starts when you first became aware of the cause for the complaint.
- No longer than six months from our written response to your complaint.
- Alternatively, if you complain to us and have not had a response within eight weeks, you are entitled to raise your concerns with the Legal Ombudsman at that stage.

There are exceptions to all these rules, and you can find the full details in the publication section of the Legal Ombudsman's website in section 4 of the document entitled "Scheme Rules".

We hope you never have cause to complain, but if you do, we will try and deal with your issues promptly, efficiently and fairly.

Data protection and General Data Protection Regulation privacy notice

We use the information that you provide to us primarily for the provision of legal services to you and related purposes, including:

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

Our use of that information is subject to your instructions, the Data Protection Act 2018, the General Data Protection Regulation and our duty of confidentiality.

The Data Protection Act 2018 requires us to advise you that your particulars are held on our database, and from time to time, we may use these details to send you information which we think might be of interest. Please notify our office in writing if you do not wish to receive that information. We do not make such information available to any other provider of products or services.

If you are an individual, you have the right under the Data Protection Act 2018 to obtain information from us, including a description of the data we hold about you. Should you have any queries concerning this right, please get in touch with our data protection officer.

Handling your personal data

We confirm the following people may handle your data:

- The fee earner handling your matter,
- their secretary
- any legal assistant within the firm may handle your data.

We confirm that your personal data;

- will remain confidential.
- will be used to carry out an identification check, as is usual in this type of transaction
- to make contact with you for the duration of the matter
- to ensure that funds are sent or received to facilitate the transaction.

The processing of your personal data is necessary for the purposes of the legitimate interests pursued by the firm or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of an individual which require protection of personal data, in particular where the individual about whom data is held is a child.

It may be necessary to provide third parties with your data to effect the transaction, namely other law firms, search providers, and government departments, including H.M. Revenue & Customs, the Land Registry and I.T. service suppliers.

Fair and transparent processing

We confirm the following:

- Your personal data will not be retained any longer than necessary to fulfil the firm's statutory obligations.
- Upon signing the client care documentation provided to you at the outset of the matter, you will be confirming that the contract between us gives us the right to process your data in relevant and applicable ways.
- You have the right to request from the firm access to and rectify or erase personal data or restrict processing concerning your personal data.
- You have the right to object to processing.
- You have the right to data portability.
- You have the right to contact the Information Commissioner's Office regarding any concerns you may have regarding processing your personal data.

By accepting this Client Care and Terms of Business, you agree to provide personal data and consent to our use of it accordingly.

General

To enable us to progress your matter, I would be grateful if you would sign and return the duplicate copy of this letter.

This is an important document; please keep it in a safe place for future reference.

