**TERMS OF BUSINESS**
**(Version 2- March 2026)**

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TABLE OF CONTENTS

## 1. OUR CONTRACT

### 1.1 Extent

These Terms of Business issued by Photiades Limited trading as Photiades Solicitors ("the Firm"), as supplemented and/or amended by any relevant Client Care Letter, apply to each Matter We work on for You.

### 1.2 Variation

No variation of these Terms shall be effective unless it is in writing and is signed by one of Our Partners.

## 2. DEFINED TERMS

In these Terms of Business:-

| | |
|---|---|
| **"the Firm"** | the Firm means Photiades Limited trading as Photiades Solicitors and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of the Partners; |
| **"Associated Entities"** | means (where You are a body corporate) Your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where You are a trade association) Your individual members; |
| **"Credit Period"** | means the period of seven (7) days from the date of Our invoice for Our fees and/or expenses; |
| **"Documents"** | means Documents Held For You, Our Documents and Your Documents; |
| **"Documents Held For You"** | means documents We create or receive on Your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers); |
| **"Client Care Letter"** | means, in relation to any Matter, the letter (or other agreement) recording the basis of Our engagement; |
| **"Force Majeure"** | means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe Weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury; |
| **"Matter"** | means any specific transaction, dispute or issue in relation to which You ask us to provide Services, whether or not it has been defined in an Client Care Letter or other agreement; |
| **"Money Laundering Regulations"** | means the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, as amended from time to time. |
| **"Our Documents"** | means documents (other than Documents Held for You) that We create or receive for Our benefit (including copies of Our letters to You, Your letters to us, notes of telephone conversations and |

meetings with You for which We have not charged You, and Our preliminary drafts, research materials and internal notes);

**"Partner"** means a Director of the Firm, being a Limited Company in England and Wales;

**"PEP"** means a Politically Exposed Person ("PEP") is an individual who is entrusted with prominent public functions, other than a middle-ranking or more junior official.

**"Personal Data"** means any information relating to an identified or identifiable living individual. For this purpose, identifiable living individual has the meaning given in section 3(3) of the Data Protection 2018;

**"Services"** means all services We provide to You in relation to the relevant Matter;

**"We", "us",** and **"Our"** means or refers to the Firm;

**"You"** includes the addressee of the relevant Client Care Letter and any other person identified in the Client Care Letter as Our client and "Your" shall have a cognate meaning; and

**"Your Documents"** means documents which You give or lend to us to enable us to provide Services.

## 3. OUR AUTHORITY AND SERVICES

### 3.1 Our Authority

3.1.1 You give us full authority to act for You to the fullest extent necessary or desirable to provide the Services. In particular, We may engage barristers and other third parties and otherwise incur on Your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the Services in question.

3.1.2 If We so require, You will contract directly with any third party engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

### 3.2 Our Services

3.2.1 The Partner at the Firm named in any Client Care Letter as the "Supervising Partner" will be the Partner primarily responsible for the provision of Our Services. That Partner has complete discretion to deploy such of Our lawyers, trainee lawyers, paralegals or other staff as she/he deem necessary or desirable to ensure appropriate delivery of the Services.

3.2.2 We only advise on the Laws of England and Wales. If You require advice on the laws of other jurisdictions, We will, with Your agreement, instruct lawyers practising those laws to give such advice, on the same basis as We engage other third parties on Your behalf.

## 4. YOUR RESPONSIBILITIES

You will (so far as You are practicably able to do so):-

4.1 provide us with timely instructions, information and materials necessary or desirable for us to perform the Services for You;

4.2 notify us promptly of any changes or additions to instructions, information and materials previously provided by You or on Your behalf; and

4.3 ensure that all information provided to us is complete in all material respects and not misleading.

## 5. CLIENT CARE CODE

We set out below Our complaints handling procedure. Thankfully, this has rarely been of interest to Our clients, but We take this opportunity to ensure that You are fully acquainted with it.

### 5.1 Code

We want You to be happy with every aspect of Our Service. We therefore operate a Client Care Code, the principles of which are as set out below:-

5.1.1 We are committed wholeheartedly to the professional standards set by the Solicitors Regulation Authority.

5.1.2 You will be told clearly at the outset the issues how We advise they be dealt with, and the immediate steps We will take on Your behalf.

5.1.3 The Client Care letter notifies You of the following details:-

5.1.3.1 the name of the person or persons who is/are dealing on a day to day basis with Your Matter; and

5.1.3.2 the name of the Supervising Partner;

5.1.4 You will be told the name of the new fee earner if the Matter is transferred from one fee earner to another.

5.1.5 We cannot guarantee that the fee earner or Supervising Partner will be available on demand, but We will do Our best to get back to You promptly and efficiently.

5.1.6 You will be informed of the progress of Your Matter and the reason for any serious delay.

5.1.7 If You do not understand anything, please always ask. We will explain any important document; if You are still unclear as to the position, please say so. We want You to be fully informed and happy; You pay to leave the problem with us to solve.

5.1.8 Never be afraid to ask for an appointment to discuss Your case. Since time is money, do not be afraid to bring a written list of questions and note the answers. This can also be helpful when telephoning, so You do not forget any point.

5.1.9 There may be certain preparatory tasks that You ought to consider carrying out Yourself to save costs. An example is putting the papers in order and flagging material items. This is helpful to us and lowers Your bill by saving the time We would otherwise spend.

5.1.10 At the end You will be sent a bill and a letter confirming the Matter has been completed and, where necessary, summarising any continuing consequences.

5.1.11 If in doubt, ask. If You are still unclear or disagree, You can ask for us to confirm it by letter, and You can then write with Your comments.

5.1.12 The Firm's policy is not to accept any cash payments from clients exceeding £250.00. Please discuss directly with Will Harvey if You are not able to pay the balance of the fees/disbursements/ expenses via Your bank account. 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. 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.

5.1.13 You must not share our bank details with any third parties.

## 6. COMPLAINTS PROCEDURE

We hope that You will not have any reason to make a complaint about Our Services. To underline how seriously We take complaints, We have a set Complaints Procedure. Please refer to Paragraph 24 entitled "Dispute Resolution".

## 7. HOURS OF BUSINESS

The normal hours of opening at Our offices are between 9.00 a.m. and 5:00 p.m. on Weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

## 8. FEES AND EXPENSES

### 8.1 General

8.1.1 Unless otherwise agreed in the Client Care Letter, Our fees will be calculated principally by reference to the time spent by us in providing the Services at the fixed hourly rates applicable to the relevant staff.

8.1.2 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.

8.1.3 The fixed hourly rates of each of Our Partners, Solicitors, Trainee Solicitors, paralegals and other staff are reviewed from time to time, and We will inform You of any variation in these rates and the date upon which they take effect.

8.1.4 You will be responsible for paying the expenses We incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, Court fees and barristers', foreign lawyers' and other third parties' fees and expenses). We have no obligation to pay for such expenses unless You have provided us with the funds for that purpose.

8.1.5 If Your Matter does not proceed to completion in a conveyancing transaction (Commercial or Residential) Our fees will reflect the amount of time spent on Your Matter. To give You an indication of the likely fees, the table below sets out what percentage of Our fee estimate You would be expected to pay depending on the stage the transaction has reached when it is aborted.

| Stage | Percentage of Estimate |
|---|---|
| Instructions were taken, but no file was opened | Nil |
| File made, but no contract sent/received | 10% |
| Contract submitted/received | 25% |
| Enquiries/information forms sent/received | 50% |
| Contracts signed in readiness for exchange in a sale, or the report prepared and sent to You in readiness for exchange in a purchase. | 75% |

8.1.6 VAT will be charged at the appropriate rate on all fees and expenses.

8.2 **Limited Companies**

When accepting to act on behalf of a limited company, We may require a Director and/or Controlling Shareholder to sign a form of personal guarantee in respect of Our fees and expenses. If such a request is refused, We will be entitled to stop acting and require immediate payment of Our fees on a time-spent basis and expenses as set out above.

8.3 **Payments on Account**

8.3.1 We may require You to make a payment to us on account of Our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

8.3.2 We are not obliged to credit payments on account against interim invoices, but may do so if You fail to make prompt payment.

8.4 **Quotations and Estimates**

8.4.1 The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.

8.4.2 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until You accept the quotation or a defined part of it.

8.4.3 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

8.4.4 Where We carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us), We may charge fees at Our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time-consuming, onerous or urgent as a result of:-

8.4.4.1 circumstances or information which We did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not You Were aware of them/it); or

8.4.4.2 Your, or Your agents', act or omission.

8.5 **Commissions**

If We receive a commission from a third party arising from work We are doing for You, We will credit You with the commission unless You have agreed otherwise or the amount is less than twenty pounds (£20) (excluding VAT).

## 9. <u>OUR INVOICES</u>

9.1 **Frequency of Invoices**

9.1.1 Unless otherwise agreed in the Client Care Letter, We will be entitled to invoice You in respect of Our fees and expenses monthly and on completion of each Matter. At the end of Our financial year, We shall be entitled to bring up to date Our invoicing in respect of all Your then unbilled work.

9.1.2 Unless otherwise stated, monthly or other interim invoices are a final account of Our fees for all work done during the period to which they relate. You agree that We may bring proceedings on interim invoices which are not final bills where We have provided Services and the amount of the invoice does not exceed the cost of the Services provided at the applicable fixed hourly rates.

9.1.3 There may be a delay in invoicing expenses incurred on Your behalf pending Our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.

You may pay by cheque or directly into Our client account. Client Account details will only be provided upon satisfactory completion of Our client due diligence checks. Please do not send funds to the firm's client account unless requested by a trusted source of the firm. We will not be liable if You send funds to a fraudster's account.

### 9.2 Payment Terms

Interest will accrue on all debts over 7 days until the time they are paid at the rate of 8% above the Bank of England's Base Rate. Any debts that have to be chased will incur a handling charge of £50 plus VAT.

If You do not pay any invoice by the end of the Credit Period, or the sum We have requested on account within seven (7) days (or such longer period as We may specify) of Our demand, We may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice You for all accrued fees and expenses.

### 9.3 Third-Party Payments

In some circumstances, You may have a right of recovery or indemnity against a third party in respect of all or part of Our invoices, but We are not permitted to issue a VAT invoice to any person other than You in any circumstances, and You remain liable to us to pay Our invoices notwithstanding such a right.

### 9.4 Right to Retain Money, Documents and Property

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), We have the right to retain Your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until You have paid us in full.

## 10. INTEREST POLICY

Where We hold money for You on Your account, including that of a stakeholder, unless a specific agreement is reached to pay interest on it, no interest will be paid where it amounts to less than £50 per month. Where interest is agreed to be paid, then We shall be entitled to charge You a fair and reasonable sum for calculating this figure and paying it over.

## 11. BALANCES ON ACCOUNT AT THE END OF YOUR MATTER

If at the end of your Matter, we hold money on account which is due back to you, we will notify you and request your authority to return the sum due. However, if we do not hear from you with your instructions to return the balance (up to £99.00) within 60 days, we reserve the right to pay the money to a charity of our choice.

If the amount due to you is a sum between £100 and £499.00, we would utilise the Department for Work and Pensions forwarding service and allow 90 working days to receive a response from you. If we do not receive your authority within 90 days, we reserve the right to pay the balance in our account to a charity of our choice.

## 12. CONFLICT OF INTEREST

### 12.1 Definition

"Conflict of Interest" means any situation where:-

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

12.1.2 Our duty to act in Your best interests in relation to a Matter conflicts, or there is a significant risk that it may conflict, with Our own interests in relation to that or a related Matter; or

12.1.3 We have confidential information in relation to a client or former client, and You wish to instruct us on a Matter where:-

12.1.3.1 that information might reasonably be expected to be material; and

12.1.3.2 You have an interest adverse to Our other client or former client, and for the purposes of this paragraph "You" does not include Associated Entities.

### 12.2 Similar Activities

We may act for parties engaged in activities similar to or competitive with Yours.

### 12.3 Third Parties

Once We have agreed to act for You in relation to a Matter, We will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party's interests and Your interests.

### 12.4 Instructions Creating a Conflict of Interest

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

### 12.5 Consent

Where Our professional rules allow, and are subject to satisfying the requirements of those rules (for example by implementing an information barrier), We may act for You and another client where a Conflict of Interest would otherwise exist, provided that We have the consent of both parties. We do not require Your consent to act against an Associated Entity.

### 12.6 Cessation of Services

If, whether through a change in circumstances or otherwise, We find that We have agreed to provide Services to You in circumstances which give, or could give, rise to a conflict of interest We will discuss with You how to deal with the conflict and may, be obliged to stop providing Services to You and/or to all other clients affected by the Conflict of Interest.

## 13. INFORMATION AND CONFIDENTIALITY

### 13.1 Information About You

13.1.1 We may use the information which You provide, or which We obtain through Our dealings with You, or others for the provision of Services to fulfil Our contractual obligations to You or the legitimate interests of You, Ourselves and others. We may give it on a confidential basis to Our Partners, employees and agents. We may use it to administer Your account with us, including tracing and collecting any debts. Further information is provided within Our Privacy Policy/ statement, a copy of which can be made available upon request.

13.1.2 We may also use it to ensure legitimate interests in the safety and security of Our premises (where We may also use CCTV); for fraud prevention purposes (including verification checks for Our money laundering obligations); to assess client satisfaction (such as by asking You to participate in surveys); and to help improve Our services generally.

13.1.3 We may also use it to contact You by letter, telephone, e-mail or otherwise about Our services and events, such as seminars and conferences and to send You briefings and similar material. Contacting You by electronic means requires Your specific and verifiable consent. By signing and returning a copy of any Client Care Letter You are agreeing that We may use Your contact details and information in this way. If You do not wish to be contacted or have provided consent previously, You wish to withdraw or amend it, please inform us in writing. Please follow the instructions in the relevant section of the Authority to Proceed attached.

13.1.4 Sometimes We ask other companies or people to do typing/photocopying/other administration duties on Our files to ensure this is done promptly. We believe We have a legitimate interest in doing this. We will always seek a confidentiality agreement with these outsourced providers. If You do not want Your file to be outsourced, please tell us as soon as possible.

13.1.5 We may store information about You, Your Matter or any other Documents and correspondence relating to Your file(s) using cloud-based technology. We believe We have a legitimate interest in acting in this way and take every possible precaution to protect Your personal information. If You do not wish for Your file(s) or other information to be stored in this way, please inform Us in writing before We commence work on Your Matter.

### 13.2 Our Duty of Confidentiality

13.2.1 Please also refer to Our Privacy Policy/ Statement when reading this section. We will treat any information which is confidential to You and which We obtain as a result of acting for You as strictly confidential, save:-

13.2.1.1 for the purpose of acting for You; or

13.2.1.2 for legitimate interest disclosures to Our auditors or other advisers or the purposes of Our professional indemnity insurance.

13.2.1.3 If You do not wish to disclose Your details and the file to be released You must notify us in writing when signing and returning the Instruction Sheet at the start of Your Matter; or

13.2.1.4 as otherwise required by law or other regulatory authority to which We are subject.

13.2.2 If You do not wish to disclose Your details and file to be released You must notify us in writing and discuss this with Us when signing and returning a copy of the Instruction Form. We may be unable to act for You in such circumstances.

13.2.3 We may refer publicly to Your name as a client of Ours, which We believe is a legitimate interest in collecting and promoting client feedback provided We do not disclose any information which is confidential to You.

13.2.4 We shall be under no duty to disclose to You (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which We owe a duty of confidentiality to a third party.

13.3 **Your Duty of Confidentiality**

13.3.1 Our advice and other communications with You are confidential and may not, without Our consent, be disclosed by You to any third party (other than to Your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which You are subject.

13.3.2 If, as a result of Our acting for You, You acquire any information in respect of which We notify You that We owe a duty of confidentiality to a third party, You will keep it confidential and not use it without Our consent.

## 14. <u>CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS</u>

14.1 We will, at Your request, either during the provision or after completion of any Services, release to You or to Your order Your Documents and Documents Held For You, provided that We are not at the time exercising Our right to retain documents pending payment of outstanding fees and expenses or are prevented by any Court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for You before releasing them, including any electronic correspondence submitted by You.

14.2 We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents, including electronic Documents or correspondence, e.g. emails (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing We will keep all Documents whether in original, copy or imaged Form for a minimum of six (6) years, after which We may destroy them and any copies or images of them. Our Privacy Policy has more information on Our retention periods.

14.3 We may agree to store title deeds, wills and other especially valuable documents in safe custody for You if You require and, if We do, We will not, without Your consent, destroy any such documents.

14.4 We do not accept responsibility for the loss or damage of any item which We hold on Your behalf unless We expressly agree in writing to the contrary. We may store information about You, Your Matter or any other Documents and correspondence relating to Your file(s) using cloud-based technology. If You do not wish for Your file(s) or other information to be stored in this way, please inform us in writing before We commence work on Your Matter.

14.5 After completing the work, We will be entitled to keep all Your papers and documents whilst there is still money owed to us for fees and expenses. We will keep Our file of Your papers, including emails and any hard copies thereof, for 6 years from completion, except those that You ask to be returned to You. We keep files on the understanding that We can destroy them six (6) years after the date of the final bill. We will not destroy the documents You ask us to deposit in safe custody. 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 as Well as reading correspondence or other work necessary to comply with Your instructions in relation to the retrieved papers. We will ask You to confirm that any personal data We have retrieved remains current and up to date if We are to act upon such data as part of Our duties under data protection legislation.

15. **INTELLECTUAL PROPERTY RIGHTS**

15.1 **Copyright**

We retain copyright and all other intellectual property rights in all documents and other works We develop or generate for You in providing the Services (including know-how and working materials as Well as final documents). We now grant You a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If You do not pay us in full for Our Services in relation to that Matter We may, on giving You notice, revoke that licence and only re-grant it to You once full payment has been made.

15.2 **Opinions from Barristers and Other Third Parties**

15.2.1 We may retain, for Our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

15.2.2 If We retain a copy of any advice or opinion in this manner We will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable You to be identified.

16. **FORCE MAJEURE**

Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly.

17. **JOINT INSTRUCTIONS**

17.1.1 Where We agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

17.1.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which We would otherwise be prohibited from so disclosing by virtue of Our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, We may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

17.1.3 If any joint client asks us to transfer documents, We will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at one of Our offices for inspection by any joint client on reasonable prior written notice.

18. **LIABILITY**

18.1 **Duty of Care**

18.1.1 We will use reasonable skill and care in the provision of the Services. Where We make an assessment for You, either expressly or by implication, of the likely level of risk associated with different potential courses of action, You accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

18.1.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a Matter for You.

18.1.3 The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Partners) and of all Partners, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Partners in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to Our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of Three million pounds (£3 000 000.00)

18.2 **Third Parties**

18.2.1 The Services are provided to and for the benefit of You as Our client and You alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

18.2.2 The Firm alone will provide the Services and You agree that You will nor bring any claim whether in contract, tort, under statute or otherwise against any Partner, any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

18.3 **Drafts**

Where We provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting Our final view.

18.4 **Current Law**

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), We have no responsibility to notify You of, or of the consequences of, the change.

18.5 **Communication**

18.5.1 We shall communicate with You at the postal and email addresses and the telephone and fax numbers which You publish unless You ask us to use other addresses and numbers. You will notify us if You regard any communications from us as particularly confidential and the means by which You require us to make such communications, and We shall have no liability to You arising out of Your failure to notify us.

18.5.2 Subject to any notification You may make to us under the previous paragraph, We shall not be required to encrypt, password-protect or digitally sign any email or attachment sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, redirection, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachments which may be transmitted by us (save to the extent caused by Our negligence or wilful default).

18.6 **Deadlines**

We will try to meet any deadline We agree with You for the performance of any Services, but, unless We agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence

19. **<u>PROPORTIONATE LIABILITY</u>**

If You accept or have accepted any express exclusion and/or limitation of liability from any of Your other professional advisers, Our total liability to You arising out of the Services will not exceed the net aggregate of the amount for which We would otherwise have been liable after deducting any amount which We would have been entitled to recover from such adviser as a Matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

20. **<u>EXCLUSION</u>**

We shall not be liable for:-

20.1 any loss, damage, cost or expense arising from any breach by You of Your agreement with us or any act or omission of any other person; or

20.2 any advice or document subject to the laws of a jurisdiction outside England and Wales; or

20.3 any advice or opinion given to You by any third party (whether or not nominated or recommended by us).

21. **<u>LOSS OF PROFIT</u>**

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to Our negligence or non-performance).

22. **<u>EXCEPTIONS</u>**

Nothing in this agreement exempts us from liability arising from Our fraud or reckless disregard of Our professional obligations; or from Our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

23. **<u>TERMINATION</u>**

23.1 **Completion of Services**

An agreement between You and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends three (3) months after the last date on which We provided Services to You. Unless new or different terms are agreed, Our acceptance of instructions to perform Services for You subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If We provide You free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

23.2 **Early Termination**

Either You or We may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:-

23.2.1 the threat or risk of violence, injury, threatening or abusive behavior or other danger to the physical, psychological or moral Well-being of any of Our personnel; or

23.2.2 the discovery or creation of a Conflict of Interest; or

23.2.3 You requesting us to break the law or any professional requirement; or

23.2.4 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or

23.2.5 Your failure to pay to us any amount due, or money on account requested; or

23.2.6 Your insolvency, or

23.2.7 Your failure to give us adequate instructions, or

23.2.8 Our being forbidden to act by the National Crime Agency; or

23.2.9 Our reasonable belief that Our continuing to represent You may cause damage to the professional or personal reputation of Our firm or any of its personnel; or

23.2.10 any other breach by You of these terms.

23.3 **Rights on Early Termination**

On early termination, by either You or us, You will remain liable to pay all fees and expenses incurred before termination and due under Our contract or due on the basis of the time spent at Our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer Our files to another adviser of Your choice. All Our rights set out in these terms shall continue to apply even if We terminate the agreement.

24. **<u>GENERAL</u>**

24.1 **Money Laundering Regulations / The Proceeds of Crime Act 2002**

23.1.1 In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, We confirm:

24.1.2 Photiades Limited is the data controller;

24.1.3 Will Harvey is the nominated representative / data protection manager; and

24.1.4 We will only process any documentation or personal data received from You in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless

24.1.4.1 use of that data is permitted by or under any enactment or

24.1.4.2 to identify You for regulatory purposes or;

24.1.4.3 You give Your express consent for the documentation or personal data to be used for other forms of processing.

24.2 We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

**23.3 Individual Clients:**

23.3.1 If You are a new client or an existing client who has not previously supplied information, You are requested to supply the following; one item from List A and one item from List B.

**LIST A – Proof of Identity**

1. Current fully signed Passport
2. Current full UK Photocard Driving Licence.

**LIST B – Address Verification**

1. A bill for the supply of electricity, gas or water services (provided

it is fewer than three (3) months old).
2. Council Tax bill (provided it is fewer than three (3) months old).
3. Recent Tax Coding Notice.
4. Recent Mortgage Statement.
5. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

Please note that mobile phone bills and internet-printed documents are generally not accepted. Additionally, the same document cannot be used to verify both identity and address. For example, if a driving licence is used as proof of identity, another document must be provided for address verification.

**23.4 Body Corporate**

23.4.1 If You are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, We will require the following:

1. Company / organisation full name;
2. Company or other registration number;
3. Registered address and, if different, principal place of business address;
4. Memorandum of association or other governing documents;
5. Names of the Board of Directors or members of Your management body and its senior management;
6. Documentation in accordance with lists A and B above for any beneficial owners and individuals with significant control or influence over the body corporate including any individual that has:
    a. Direct or in-direct company shares or voting shares of 25% or more.
    b. Direct or indirect right to appoint or remove a majority of the body corporate directors; and or
    c. Otherwise, the right to exercise or exercises significant influence or control over the body corporate.

23.4.3 We will conduct additional electronic ID searches as part of Our due diligence checks where You provide certified/ original identity and proof of address documents. The organisations We use to carry out these checks will place a soft footprint on Your credit record. We may also conduct these searches for others involved in Your Matter, including beneficial owners and parties that provide money/ funds for Your Matter. The cost of conducting the search will be noted in Your estimate or Client Care Letter as an administrative fee for arranging these checks.

23.4.4 We will invite You and other third parties including those involved in Your Matter, beneficial owners and parties providing money to progress Your Matter to use the services of Infotrack Limited, a company registered in England and Wales with Company No. [ ], whose registered office is [ ] to provide Your identity and address documentation via their portal. You will be provided with information regarding their service including their Privacy Policy when You are invited to use their portal. The cost of using the Portal will be included in Your estimate and invoice as an administrative fee for arranging these checks.

23.4.5 Additional fees will be charged to You where the results of any electronic checks are incomplete or inconclusive on a time spent basis.

23.4.6 We may ask You to update the documentation We hold for You from time to time to comply with the Money Laundering Regulations.

23.4.7 We will retain copies of all documentation concerning identity, address, source of funds and Wealth documentation for the duration of Your engagement with Us and in accordance with the file retention policy in operation as confirmed in Our Privacy Policy.

23.4.8 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.

23.4.9 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.

23.4.10. We will not commence, or continue work on Your Matter until We have the documentation requested from You concerning identity, verification and, where appropriate Source of funds and Wealth documentation. We cannot accept funds until We have completed Our enquiries satisfactorily. Failure to provide satisfactory documents may result in Us terminating Our engagement with You or delays in Your Matters. We will not accept responsibility for any losses arising from delays in connection with this.

23.4.11 Under the Money Laundering Regulations (as amended) We are obliged to inform Companies House if there is any discrepancy between the information that they hold about a beneficial owner of a company, limited liability partnership or Scottish Limited or qualifying partnership and the information that is on the public record of people with significant control (PSC) register.

23.4.12 Our obligation to make such notification 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 notification.

23.4.13 The anti-money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firms' pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event that Our bank requests information about the beneficial owners of Our pooled client account, You agree to Us disclosing Your details to them.

24.5 **Directive on Administrative Cooperation (DAC6)**

We are obliged, in accordance with the EU Directive on administrative cooperation (DAC6) to notify HMRC of any cross-border arrangements.

Our obligation to make such notification 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 notification.

24.6 **Severability**

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

24.7 **Equal Treatment / Equality and Diversity**

Consistent with Our internal policies and procedures, We will not discriminate in the way We provide Our Services on the grounds of age, disability, gender reassignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality (including citizenship) ethnic or national origins), religion or belief, sex, sexual orientation.

23.4 **Financial Services**

If during the course of the Matter upon which We are advising You, You need advice on investments, We may have to refer You to someone who is authorized by the Financial Conduct Authority, as We are not. However, as We are regulated by the Solicitors Regulation Authority, We may be able to provide certain limited investment services where these are closely linked to the legal work We are doing for You.

If You have any problem with the services We have provided for You, then please let us know. We will try to resolve any problem between Ourselves. If for any reason We are unable to resolve the problem between us, then We are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

The Solicitors Regulation Authority is the independent regulatory body and the Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007.

23.5 **Insurance Distribution**

As We have said, 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 related activity, which is broadly the advising on, selling and administration of insurance contracts. This part of Our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority Website at [www.fca.org.uk](http://www.fca.org.uk)

The Solicitors Regulation Authority is an independent regulatory body and the Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007.

## 25. DISPUTE RESOLUTION

### 25.1 Scope

All claims, complaints and disputes arising out of or in connection with the Services ("Disputes") will be resolved pursuant to this paragraph.

### 25.2 Complaints Procedure

25.2.1 We hope You will have no complaint. To underline how seriously We take complaints, We have a set Complaints Procedure which can be summarised as follows: (a copy of Our full complaints procedure is available on request)-

25.2.1.1 If You have any complaint or observation (good or bad) about Our service, please say so.

25.2.1.2 Raise any complaint first with the Fee Earner assigned to Your Matter, including any complaint about Your bill.

25.2.1.3 If this does not resolve satisfactorily, tell the Supervising Partner responsible for Your case.

25.2.1.4 If this does not resolve satisfactorily, contact David Shiebert the Partner nominated by the practice to ensure prompt and thorough investigation of any complaint.

25.2.1.5 If still unresolved at this stage, You may take Your complaint to the Legal Ombudsman. Normally, You will have to bring Your complaint to the Legal Ombudsman within six months of receiving a final response about Your complaint from us AND no more than one year from the date of the act or omission being complained about (or one year from the date on which You should have realised that there was cause for complaint). However, the Legal Ombudsman can choose to extend this time limit where it is fair and reasonable to do so.

**25.2.1.6 Contact details:**

The address of the Legal Ombudsman is: PO Box 6167, Slough, SL1 0EH; telephone: 0300 555 0333; or view their Website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk

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

- An individual;
- A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- A charity with an annual income of less than £1 million;
- A club, association or society with an annual income of less than £1 million;
- A trustee of a trust with a net asset value of less than £1 million; or
- A personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

If You do not fall into any of these categories, You should be aware that You can only obtain redress by using Our Complaints Handling Procedure by mediation or arbitration, or by taking action through the Courts.

25.2.2 Kindly note that You have the right to object to Your bill by making a complaint to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 and, if all or part of Our bill remains unpaid, We may be entitled to charge interest.

### 25.3 Exclusions

We shall not be obliged to comply with paragraph 24 above in relation to any Dispute in which We seek:-

25.3.1 an order or award (whether interim or final) restraining You from doing any act or compelling You to do any act; or

25.3.2 a judgment or award for a liquidated sum to which there is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the Court decides that You should have permission to defend the claim); or

25.3.3 the enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to paragraph 24 above,

nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

25.4 **Regulator**

Nothing in these Terms of Business shall prevent You at any time from referring any Matter to the body or bodies for the time being charged with the regulation of solicitors.

## 26. LAW AND JURISDICTION

The terms on which We provide Services to You are governed by and shall be construed in accordance with, English law. You and We each agree to submit to the exclusive jurisdiction of the English Courts, provided that We may in Our sole and unfettered discretion commence proceedings against You in any other Court.

## 27. QUALITY STANDARDS

Due to Our own internal quality standards and Our achieving CQS, We are subject to periodic checks by outside assessors. This could mean that Your file may be selected for checking/auditing, in which case We would need Your consent for inspection to occur. All inspections are, of course, conducted in confidence and all external firms and organisations working with Us are required to maintain confidentiality in relation to any files and papers which are audited/checked by them. Your file(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of Our business, the acquisition of another business by Us or the acquisition of a new business. If You prefer to withhold consent, work on Your file will not be affected in any way. Since very few of Our clients do object to this We propose to assume that We do have Your consent unless You notify us to the contrary. We will also assume, unless You indicate otherwise, that consent on this occasion will extend to all future Matters which We conduct on Your behalf. Please contact us if We can explain this further or advise us in writing if You do not want Your file to be revieWed/ audited.

## 28. DISCLAIMERS

28.1 **Tax**

We are not qualified to advise You on the tax implications of any transactions You instruct us to carry out, or the likelihood of them arising. We are not qualified to give You formal taxation advice and We will not do so at any stage. Any work We agree to conduct for You **does not** extend to giving taxation advice and it should not be construed as doing so.

Any information provided during the course of Our business relationship is designed as guidance only to try and assist Your decision as to whether or not to seek formal taxation advice from an appropriate source. If You are in any doubt, We recommend that You seek professional taxation advice.

SDLT is a self-assessment tax and You are therefore liable for the responses given on Your return.

Unless instructed otherwise We will complete and submit the SDLT return on Your behalf. The duty to ensure the information on that return is correct to the best of Your knowledge remains with You.

28.2 **Planning in property transactions**

We will not advise You on the planning implications of Your proposed purchase, unless specifically requested to do so by You, otherwise than by reporting to You on any relevant information provided by the results of the "local search".

28.3 **Other property disclaimers / Environmental**

It is not Our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of Your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where We shall assume, unless You tell us to the contrary, that You are making Your own arrangements for any appropriate environmental survey or investigations.

We may, however, need to obtain on behalf of Your lender, at Your expense, an environmental search. However, We will not advise You about any issues relating to the possible contamination of any land which may be relevant to Your purchase. We have to tell You that We are not qualified to advise on the results of any search made in that respect and would only be able to report to You the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If You have any doubts, please discuss Your concerns with us.

If We are instructed on the purchase and We are also acting for Your proposed lender, We have a duty to fully reveal to Your lender all relevant facts about the purchase and the mortgage. This includes any differences between Your mortgage application and information We receive during the transaction, any cash-back payments or discount schemes that a seller is giving to You.

28.4 **Climate change**

Climate change risk is now recognised as one of the main global risks ranked by severity, leading up to 2050.

Climate change is not, of course, a legal matter but just as it is important that you have a survey of any property you are proposing to buy it is also important that you consider climate change risks that might affect your property with your surveyor who may be able to comment on any climate change impact affecting the property and your decision to proceed with its purchase.

You should, however, be aware that several search providers now offer a Climate Change Report, the result of which might assist you in your decision-making.

However, as, indeed, with the survey results, as Solicitors, we are neither qualified nor, indeed, insured, to advise you as to the matters resulting from any aspects of your survey relating to the impact of climate change, nor the results of any Climate Change Report you may ask us to obtain on your behalf.

Should you require a Climate Change Report to be obtained on your behalf, please discuss your requirements in this regard with the fee earner handling the transaction for you, who will then be able to furnish you with further information as to the costs and timescales involved relating to your particular transaction.

If you do obtain a Climate Change Report, it would be sensible then to discuss the results of such a Report with your surveyor to identify any matters revealed in the Report that might impact your decision to purchase the property and the price you are paying for it.

## 29. USE OF ARTIFICIAL INTELLIGENCE (AI) TOOLS

29.1 Use of AI in Service Delivery

We may, where appropriate, use secure artificial-intelligence tools to assist in the delivery of our legal services. Any AI tools used will be subject to internal controls intended to maintain client confidentiality, data security, and professional standards.

29.2 Confidentiality and Data Protection

We will not input confidential or personal data into any AI system unless we are satisfied that appropriate contractual and technical safeguards are in place. We will continue to comply with our obligations under the SRA Standards and Regulations, the UK GDPR, and the Data Protection Act 2018.

29.3 Human Oversight

All advice provided to you will remain subject to review and approval by a qualified solicitor or other appropriately supervised individual. AI outputs are used only as an aid and will not replace professional judgement.

29.4 Limitation of AI Tools

AI systems may generate inaccurate or incomplete information. We take reasonable steps to verify any AI-assisted content used in our work. We do not accept responsibility for errors arising from AI tools where such errors could not reasonably have been identified through our verification procedures.

29.5 Instructions regarding AI

If you do not wish us to use AI tools in relation to your matter, please inform us in writing. We will confirm any resulting limitations, cost implications, or changes to our service, which may include our termination of instructions.

## 30. DATA PROTECTION

You have a series of rights outlined under Data Protection legislation over how Your personal data is used, including erasure in specific circumstances. However, We may not always be able to agree with the exercise of such rights, as often Your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in Our Privacy Policy, a copy of which accompanies these Terms of Business, and is available on request.

**What personal information do We process**

The categories of personal data We process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to us (which includes ethnicity, nationality and medical history).

**How We use Your personal information**

When Your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process Your personal information to fulfil Our contract with You, or where You or We have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use Your personal information for:

- Service provision and internal processing (i.e. to assess and/or provide and to service Your Matter).
- Management of relationship (e.g. to develop Your relationship with us).
- Resolving queries.
- Training and service review (e.g. to help us enhance Our services and the quality of those services).
- Statistical analysis (e.g. to help us enhance Our products and services or delivery channels to keep costs down).
- Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

When Your Matter is completed and/or Your file is closed, We may still process Your personal information where We have a legitimate interest in doing so, where We are permitted by law, or to comply with applicable laws and regulations.

Examples of such instances will include:

- Complying with legal obligations for statutory and regulatory requirements including, for example, HMRC Returns, complaint handling, anti-money laundering, reporting to Our regulatory body – the Solicitors Regulation Authority;
- Archiving and Storage of Your file for the periods outlined in Our Retention Policies – see section 12 of these Terms of Business. (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and
- Our legitimate interest is to conduct conflict of interest checks, statistical analysis and research to help us enhance Our products and services.

**How We Share Your Information**

- We may share Your personal data with a range of organisations which enable us to fulfil Our contract with You, or where We have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to Your personal data on request.
- For further information on how We use Your data please see Our Privacy Policy which is available on request or can be viewed and downloaded at

You have a right to complain to the Information Commissioner's Office (https://ww.ico.org.uk ), which regulates the processing of personal data. You may also seek a judicial remedy.

31. **PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES**

This paragraph contains further contractual provisions and important information which We are professionally obliged to give You where the Matter relates to litigation or the resolution of disputes by other means (including a non-contentious Matter which becomes contentious or gives rise to further instructions on a contentious Matter).

31.1 **Costs Risk**

31.1.1 In litigation Matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs, although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party, although there is no certainty about this. You should be aware that:-

31.1.1.1 If You make an interim application to the Court which does not succeed, You may have to pay the other side's costs, usually within two (2) Weeks.

31.1.1.2 If You lose the case, You may have to pay the other side's costs and it is not usually possible for You to withdraw from the case without dealing with the issue of those costs.

31.1.1.3 Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceed sixty to seventy per cent (60-70%) of actual expenditure.

31.1.1.4 You will still be liable to pay Our costs in full, even if the other party fails to pay the costs awarded to You by the Court.

31.1.1.5 Issues which the Court may take into account in assessing the costs payable or recoverable include:

31.1.1.5.1 efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;

31.1.1.5.2 the effects of Part 36 payments and offers of settlement;

31.1.1.5.3 the complexity and size of the Matter and the difficulty or novelty of the questions raised;

31.1.1.5.4 the skill, effort, specialised knowledge and responsibility involved;

31.1.1.5.5 the time spent;

31.1.1.5.6 the place and Circumstances in which the work was done.

31.1.2 If the other side is or becomes legally aided, it is highly unlikely that You will recover Your costs, even if You are successful.

31.1.3 If You are unsuccessful, or the Court so orders for some other reason, You may be ordered to pay the other side's costs. We will discuss with You whether the likely outcome will justify the expense/risk.

31.2 **Funding**

31.2.1 Legal expenses insurance may be included in Your contracts of insurance and You should check Your policies to see if You are covered. Your policy may cover Your costs and/or Your liability to pay the other side's costs. If You believe You are covered, please discuss this with us so that We can assist You in notifying Your insurer. If You do not have legal expenses insurance, You may be able to purchase insurance to cover You in the event that You have to pay the other side's costs.

31.2.2 A conditional fee agreement is an agreement whereby We would be entitled to charge You an increased fee if You Were successful, and would charge You no fee or a reduced fee if You Were not successful. You might be able to take out an insurance policy to cover You in the event that You Were ordered to pay the other side's costs. You would usually be able to recover this insurance premium and any sums You paid to us from the other side if You Were successful. Not all Matters are suitable for this type of conditional fee arrangement but We are happy to discuss this further with You at Your request.

31.3 **Statements of Truth**

Under the Civil Procedure Rules, all statements of case (the term for pleadings which includes documents such as claim forms, defences and witness statements) and certain other documents, must be verified by a statement of truth, to the effect that the party putting forward the document believes the facts stated in it are true. Making a false statement of truth is potentially a contempt of Court.

Whilst a statement of truth can be signed by You or Your legal representative, it is Our policy that You should sign Your own Statement of Truth.

31.4 **Attendance at Hearings**

Please be aware that, under the Civil Procedures Rules, the Court can Order You to attend hearings. We will discuss this with You further as Your case progresses.

31.5 **Alternative Dispute Resolution**

As part of the active management of a case under the Civil Procedure Rules, both the Courts and the parties in a dispute are required to consider the use of alternative dispute resolution ("ADR") if it is considered appropriate to help resolve the dispute. ADR includes methods of dispute resolution such as mediation, adjudication and expert determination.

There have been occasions when the Courts have imposed cost penalties on parties who unreasonably refuse to consider ADR. I will discuss both the methods of ADR and any possible cost implications further with You if and when it becomes appropriate.

## 32. REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

**The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:**

If We have not met You either in person (because, for example, instructions and signing of the contract documentation are taking place by telephone/mail, email or online – ie: by way of a "distance" contract) or We have taken instructions and a contract has been concluded away from Our business premises (because, for example, We have met with You at home - ie: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, You have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise Your right to cancel, You must inform us at Photiades Solicitors, Longmire House, 36-38 London Road, St Albans, Hertfordshire, AL1 1NG, Telephone 01727 833134, fax 01727 841074 or email address enquiries@photiades.com of Your decision to cancel this contract by a clear statement (eg: a letter sent by post, fax or e-mail). You may use the model cancellation form attached to Your Client Care Letter, but it is not obligatory

To meet the cancellation deadline, You must send Your communication concerning Your exercise of the right to cancel before the cancellation period has expired.

Should You require the work to be commenced within the 14 calendar day cancellation period, You must provide Your agreement to that in writing, by e-mail, post or fax to enable us to do so. By signing and returning a copy of Your Client Care Letter, You are providing Your agreement in writing to enable us to commence work within the 14 calendar-day cancellation period. Where You have provided Your consent for work to commence within the 14 calendar day cancellation period and You later exercise Your right to cancel, You will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless You make an express request for us to commence work within 14 days (i.e. by signing and returning a copy of Your Client Care Letter, We will not be able to undertake any work during that period.

## 33. INSURANCE

We have a legal duty to tell You about Our professional indemnity insurance. We have an obligation to carry such insurance and Our qualifying insurers are:-

[ ] whose address is [ ]. Our insurance policy number is [ ]. The insurance covers Our practice carried on from Our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.

## 34. FINANCIAL SERVICES COMPENSATION SCHEME

The Financial Services Compensation Scheme “FSCS” is the UK’s statutory compensation scheme for customers of financial services firms. The FSCS can pay compensation to consumers if a company is unable, or likely to be unable, to pay claims against it.

In the event of a banking failure, it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold Our client account funds in Barclays Bank Plc. The £120,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if You hold other personal monies Yourself in the same bank as Our client account, the limit remains £120,000 in total, so it may be advisable to check with Your own bank, the Financial Conduct Authority or a financial adviser for further information as some banks now trade under different trading/brand names.

The FSCS provides a £1.4 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

In the event of a bank failure, You agree to us disclosing details to the FSCS to protect Your legitimate interests

## 35. LEGAL AID

We do not undertake legal aid work and it is important that You are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases, it is only a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party’s legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information, please discuss this with the person attending to Your case (they will be able to confirm if Legal Aid will be relevant to Your type of case and if You may qualify) / alternatively, go to the LAA Website www.gov.uk/legal-aid or telephone them directly on 0300 20 2020.

## 36. **GREEN DEAL SCHEME**

The Green Deal Scheme is a government-driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.

The seller(s) of the property is required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. The Estate Agent/Seller must disclose the existence of a Green Deal loan agreement prior to a sale being agreed upon. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

The purchaser on a normal sale should be given an EPC showing the Green Deal improvement or an EPC and a disclosure document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as Well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.

Disclosure of the Green Deal loan must be made at least 7 days before the transaction or arrangement is entered into or if this is not practicable then the disclosure requirement must be satisfied as soon as practicable before the transaction is entered into. The seller must secure that the contract for sale includes an acknowledgement by the purchaser that they have received notice that the property is a Green Deal property and that the bill payer at the property is liable to make payments under the Green Deal plan and further that certain terms of that plan are binding on the bill payer.

Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which runs with the property.

If this applies to You We will ask You to sign and return the Declaration and Agreement Section of the Client Care Letter We send to You confirming Your authority for us to make any such disclosure to Your mortgage lender.

Please note that We offer no guarantees/warranties in relation to the extent and nature of any works undertaken under the Green Deal Scheme. It is Your responsibility to ensure that You have satisfied Yourself as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.

We would recommend that all Green Deal loans be repaid by the seller on completion of the property transaction, as the value of the property will undoubtedly have already taken into account the work undertaken under the Green Deal loan.

## 37. **CONSUMER PROTECTION REGULATIONS (CPR)**

The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither You, the client, nor Us, Your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information or by omitting to provide material information about the property You are selling.

Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, You must disclose to Us any known defects and other material adverse Matters relating to the property known to You, and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You.

We encourage You to make all known disclosures as early in the transaction as possible to prevent delays.

If We become aware of any such existence of material information, and You decline to authorise disclosure to the buyer or tenant, then

We would have to consider whether it was possible to continue to act for You as the CPRs impose a duty to act fairly towards You as Our client and also towards third parties, especially those that are unrepresented.

## 38. HELP TO BUY ISA SCHEME INFORMATION

The Help to Buy ISA Scheme was launched by HM Treasury on 1st December 2015. If You have taken out a Help to Buy ISA, then You may be eligible for a bonus payment of up to 25% of the closing balance of the Help to Buy ISA subject to a minimum bonus payment of £400 and a maximum of £3000 and provided that You and the property You are purchasing meet the eligibility criteria set out in HM Treasury ISA Scheme Rules. The fee earner with conduct of Your Matter (who under the Help to Buy ISA Scheme is known as the Eligible Conveyancer) will be able to advise You on eligibility and, if appropriate, will undertake the necessary process to apply for any bonus payment.

If You are purchasing a property through the Help to Buy ISA Scheme, HM Treasury will be the Data Controller of any relevant personal data that is given, via the Eligible Conveyancer, to HM Treasury and the Administrator and/or any sub-contractor of HM Treasury or the Administrator, for the purposes of the Help to Buy: ISA Scheme.

The information will be disclosed to HM Treasury and the Administrator for the purposes of verifying the eligibility of a Help to Buy: ISA Bonus payment and payment of Bonus funds, carrying out audits of Eligible Conveyancers and any investigations or compliance work in accordance with the Scheme Rules.

By signing and dating the Client Care Letter (or) the Instruction questionnaires, You agree to us providing all necessary Relevant Personal Data to HM Treasury and the Administrator and/or to any sub-contractor of HM Treasury or of the Administrator and to the processing of Your Relevant Personal Data by any or all of the aforementioned parties.

## 39. CRIMINAL FINANCES ACT 2017

The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.

The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

## 40. FRAUD PREVENTION

As an SRA-regulated firm, we are committed to preventing fraud and financial crime and to complying with our legal and regulatory obligations, including those under the Economic Crime and Corporate Transparency Act 2023 and the SRA Standards and Regulations.

Combined with our obligations under the Money Laundering Regulations and the Proceeds of Crime Act, we will carry out checks to confirm identity, verify the source of funds, and obtain other information relevant to your matter. You agree to provide accurate and complete information and to tell us promptly if your circumstances change.

If we suspect that the information provided is false, misleading, or incomplete, or if we have reasonable grounds to suspect fraud or other criminal activity, we may stop acting for you and make any disclosures or reports required by law or regulation.

We will not be responsible for any loss, delay, or other consequence where we act, or choose not to act, in good faith to meet our obligations to prevent or report fraud.

## 41. ACCEPTANCE OF THESE TERMS OF BUSINESS

Although your continuing instructions in this matter will amount to acceptance of these terms of business, would you kindly return the signed Client Care Letter which has been sent to you in order that this may be placed in your file.