



TERMS OF BUSINESS



Clarkson Wright & Jakes Ltd
Solicitors and Notaries

In these Terms and Conditions of Business, references to “the Company”, “we”, “us” or “our” are references to Clarkson Wright & Jakes Ltd and any successor or assignee. Clarkson Wright & Jakes Ltd is a private limited company, incorporated in England and Wales with registered number 7529406, with its registered office at Valiant House, 12 Knoll Rise, Orpington, Kent BR6 0PG.

A limited company is owned and managed respectively by its shareholders and directors. However, it is more usual for senior professionals to be referred to as “partners”. We use the traditional title of “partner” to describe directors of the Company and some senior employees with equivalent standing and qualification. There is, however, no partnership between the Company’s directors, its shareholders, its employees, the Company itself or any combination of them. A reference in these Terms and Conditions of Business, or otherwise in the course of your dealings with us, to a person being a “partner” is a reference to that person in his or her capacity as a director or employee of the Company.

A list of the directors of Clarkson Wright & Jakes Ltd is displayed at our registered office, together with a list of those non-directors designated as partners.

OUR WORKING RELATIONSHIP

The appointment of a lawyer is an important decision and one which you should not take lightly. We are anxious that you should get to know as much as possible about us and the way we work so that you are sure in your own mind that we are the right firm for you.

We encourage you to come and visit us so that we meet face to face, even if you have no particular legal concerns at the time. We are pleased to supply references from our clients or other professionals should this be necessary.

PARTNER LED APPROACH

One of our partners, your client partner, will be responsible for supervising and handling our relationship with you. He or she will take a particular interest in your business or affairs to ensure that you are satisfied with the level of service.

You will be introduced to, or be given the name of, your client partner at the outset.

YOUR LAWYER

We will arrange for a lawyer with the relevant expertise and seniority to deal with your affairs and will advise you of their contact details and name. This may not always be a partner as your client partner may wish to draw on the skills of other lawyers who have the necessary technical or specialist expertise. Also, there may be instances where certain routine work can be carried out more cheaply and just as efficiently by a junior lawyer under the close supervision of the client (or another) partner. However, if requested, a partner will deal with your affairs.

We place great importance on ensuring continuity. However, we will keep you fully informed of any change in the people dealing with your affairs, should a change become necessary.

TRAINING

All our staff are trained in areas relevant to your needs. Our lawyers are kept up to date with recent changes in the law and our other staff are trained to make dealing with us as effortless and smooth a process as possible.

EQUALITY AND DIVERSITY

We are committed to eliminating discrimination and promoting equality and diversity. We do not discriminate on grounds of race, gender, sexual orientation, religion, age or disability in the provision of any of our services, when instructing counsel or other experts, or when deciding whether or not we are able to accept a client’s instructions.

CONFIDENTIALITY

Confidentiality is the cornerstone of our relationship with you. As well as being

a principle under which we operate, it is a legal requirement ensuring that you can be open in your discussions with us in the knowledge that they are entirely confidential. We will only disclose information given to us by you if you agree to us doing so (whether expressly or impliedly) or if we are compelled to disclose it by a court order or other legal requirement. This will be the case, for example, if the provisions of the Proceeds of Crime Act 2002 apply.

There are, however, other situations where we may need to provide information about you or your affairs to a third party. First, as an ISO 9001 organisation we are required to allow a random selection of our files to be audited externally to ensure the continuing quality of the service we offer. The ISO 9001 Auditor is concerned only to check that our procedures are conforming to the required Quality Standard and will not examine the subject matter of the file. Secondly, we may need to notify our professional indemnity insurers if a claim is made against us or if we feel that circumstances exist that may lead to a claim. Thirdly, the section below headed Client Account sets out another scenario where information about you or your affairs may be passed on. If you object to your files being made available or to information about you or your affairs being passed on in any of these ways, please register your objection in writing with your lawyer at the earliest opportunity.

DATA PROTECTION

We use the information you provide primarily for the provision of legal services to you and for related purposes including: updating and enhancing client records; analysis to help us manage our practice; statutory returns and legal and regulatory compliance. Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify us in writing.

If you provide personal data to us about others, you must ensure that you have obtained the necessary consents from the relevant individuals.

INITIAL ADVICE

We may agree to meet with you on a “no obligation” basis if you are unsure about whether or not we will be able to help and would like to have an informal meeting before instructing us. This will need to be agreed in advance. We also have occasional “surgeries” and seminars where initial advice is given free of charge.

USE OF OTHER PROFESSIONALS

When needed, we will arrange with your agreement for other professionals to assist with your case. These may be, for example, barristers, surveyors, interpreters or enquiry agents. Although we take great care in selecting the appropriate professional, we cannot be responsible for their conduct of matters which are under their control.

INSTRUCTIONS

When you instruct us in relation to a new matter, transaction or case, we will normally send you an engagement letter, together with a supplemental letter or email confirming your instructions, although if you have instructed us before, we may not send you the formal engagement letter again. The terms of any engagement letter, supplemental letter or email and these Terms and Conditions of Business will together form the contract between us in relation to that matter, transaction or case. If you are arranging for any other person to pay our fees and expenses, you must ensure that they are aware of all the terms of the contract between us.

Your contract is with Clarkson Wright & Jakes Ltd. There is no contract between you and any director, employee, shareholder or consultant of the Company. Any advice given to (or other work done for) you by a director,

employee, shareholder or consultant of the Company is given (or done) by that person on behalf of the Company and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

Where we are instructed by more than one person, firm or company to represent their legal interests, those instructions will be considered to be joint and several unless another arrangement is agreed in writing between us. By joint and several we mean that responsibility for communicating with us and for paying our fees rests with each of you individually as well as collectively. This also means that we are entitled to take instructions from one of you on behalf of each client.

We may from time to time act for more than one company in a group. Although we will usually aim to send a separate engagement letter to each company as appropriate, instructions from any company in the group will constitute acknowledgement of, and agreement to, our terms of business (contained in this Client Charter and our engagement letter) in respect each group company.

USE OF DOCUMENTATION

Where we supply documents in draft form (either in hard copy or electronically), please do not use them without first discussing them with us to ensure they fully meet your needs. If any changes or additions are made, please discuss these with us before implementation. Unless otherwise agreed in writing, we accept no responsibility for any losses resulting from the use of documents, otherwise than in the form supplied by us or in any circumstances other than those for which they were prepared.

WILLS, DEEDS, PAPERS AND DOCUMENTS

We will store deeds, wills, documents, etc. by agreement with you. We may make a charge to cover our administration costs for doing so and withdrawing a file from storage or providing information or copies contained in a stored file.

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses relating to any matter. Unless you expressly request us not to do so or ask for any papers to be returned to you, once our work is completed, we will arrange for our file of papers to be scanned at no additional cost to you. The file of papers will then be destroyed. However, the scanned version will be readily available for viewing and/or printing as appropriate. If you ask us to print out our file of papers, we may make a charge for doing so.

Should a will or other legal document be signed elsewhere than on our premises, we will provide you with the necessary information as to how the document is to be signed and witnessed. If you fail to act on the written directions and this results in the document becoming defective, we accept no liability for any consequences which stem from such defects.

CRITICAL DATES

Once your matter, transaction or case is completed, we cannot accept an on-going responsibility for reminding you of critical dates relating to matters such as rent reviews, lease renewals, the exercise of options or the service of notices within time limits unless we have current and specific written instructions from you to deal with them prior to the critical date.

COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

Unless otherwise specifically agreed in writing, we retain the copyright and other intellectual property rights in all written or other materials supplied to you. If materials prepared by us are passed on to or are disclosed by you to third parties, then you are liable for the payment of proper professional charges for their use and all expenses or losses incurred in enforcing our intellectual property rights.

CONFLICTS OF INTEREST

In your interest, and to avoid a potential conflict of interests, you should ensure that the lawyer responsible for your matter is advised of your full and correct name and address and, in the case of corporate clients, the registered office and registered number of the company and, in the case of partnerships, the names of the partners or members and the business address. All material information in relation to a matter should be given at the earliest opportunity to the lawyer responsible, so that we can check that we are not prevented from acting for you because of earlier instructions from an interested party.

An actual or perceived conflict of interest between your interests and the interests of another client or person associated with the firm may arise or come to light during the course of our work. If this happens, we will discuss the position with you (to the extent that we are able to do so without breaching any other person's confidence) and determine the appropriate course of action. In certain circumstances, we may have to cease acting for you.

MONEY LAUNDERING REGULATIONS

Under the terms of these regulations we have a duty to check the identity of clients and, when first instructing us, you will be asked to provide evidence of your identity. We may subsequently ask for additional information: for example, if you have changed address.

Electronic checks of financial, public and electoral roll records may also, from time to time, be carried out.

INTEREST

We will pay you interest on money which we hold for you for more than seven days in accordance with the Solicitors Accounts Rules, but we reserve the right to deduct an administrative charge of £40 for calculating interest due. Where the interest is less than the administrative charge, no interest will be paid to you and our administrative charge will be reduced to equal the interest earned. In calculating interest due to you, we will assume that five working days are taken to clear cheques with interest credited from the sixth day onwards. Payments made by cash, bankers draft or electronic transfer are treated as cleared funds.

We will pay interest at the rate available from NatWest Bank plc on an instant access savings account for the average balance that was held for you. The interest rate is likely to change from time to time with changes in the bank base rate. Interest will usually be paid before deduction of tax. It is your responsibility to declare interest received to HMRC.

We are required by the Solicitors Accounts Rules to deposit your money in an instant access account only. This means that the interest rate may not be as high as you can achieve by placing the money on deposit yourself.

In certain types of cases, where you are required to provide funds (eg a property purchase), we will normally inform you and require payment not less than five working days prior to completion. Cleared funds, as described in the paragraph above, are required in all cases and we reserve the right to charge interest on uncleared funds, or to refuse to complete the transaction in the absence of cleared funds.

FINANCIAL SERVICES

We are not authorised by the Financial Services Authority. However we are included on a register maintained by the Financial Services Authority so that we can carry on mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority web site at www.fsa.gov.uk/register.

Occasionally our work for you may involve investments. As indicated above, we are not authorised by the Financial Services Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulations Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

CHANGE OF ADDRESS

Any change of your address should be notified to the lawyer responsible for your matter as soon as possible. Your address for all purposes, including correspondence and service of notices, shall be the initial address notified to us by you unless you notify us otherwise.

HOURS OF WORK

The formal opening and switchboard hours are from 9am to 5.45pm Monday to Friday. Conscious of the needs of our clients, however, we are flexible and it may be possible for us to help you or for our support staff to be available at other times if necessary.

All our lawyers have direct telephone lines which operate outside, as well as during, switchboard hours.

CLIENT CARE

We believe in continuous improvement and encourage feedback from our clients. If you feel there is any way in which we can improve our service, please let us know.

We often carry out online surveys with clients on completion of a matter asking for comments, good and bad, about our service. Please ask a member of our staff if you would like to be included in a survey.

Also, it goes without saying that we encourage you to continue to recommend us to other clients. For us this is the highest compliment.

EMAIL

Like other means of communication, email carries with it the risk of inadvertent misdirection, or non-delivery of confidential material. The internet is not secure and there are risks if commercially sensitive information is sent either to or by you by email. Where you provide us with email addresses, we will assume (unless you tell us otherwise) that you consent to the use of email communications in connection with the matter in question, your arrangements are sufficiently secure and confidential to protect your interests, and you will carry out effective procedures to protect the integrity of data, in particular screening for viruses. While we will take reasonable steps to safeguard our systems against unauthorised access, viruses and other malware, we cannot guarantee that email transmission will be secure, virus-free or malware-free and, accordingly, accept no liability for any loss or damage which arises as a result of email transmission.

FEES INFORMATION

It is our philosophy to give you good value for money and to give you the best possible information about the likely cost of work, both at the outset and as the work progresses.

QUOTATIONS

Where a quotation (ie a fixed price) for work is given, you must take particular note of the parameters of the work for which the quotation is given. The nature of legal work is such that the work which becomes necessary is sometimes outside the parameters originally identified by a client to the lawyer. In such cases, the additional work will be charged in accordance with the criteria set out below.

BASIS OF CHARGING

Generally, our fees are calculated on an hourly basis although, on the recommendation of the Solicitors Regulation Authority, we may take into account a number of other factors including:

- Complexity and difficulty of the matter
- Specialist knowledge and responsibility involved
- Value of transaction
- Urgency

All time spent on your matter is recorded. We operate a system under which each hour is divided into units of six minutes. Activities in respect of which time is recorded include meetings, telephone discussions and correspondence, reading, preparing and revising documents, general consideration and research, travelling and the general supervision, administration, care and control of your file.

If you are unhappy about our fees, please read the section below on Complaints.

REVIEWS

Our rates will be subject to review from time to time. We will notify you of any increases and the dates from which they take effect.

DISBURSEMENTS

We may be required from time to time to pay expenses on your behalf to third parties. These are called disbursements and may be, for example, court fees, stamp duty, search fees, barristers' fees, expert witnesses' fees, bank charges, couriers' fees, etc. We may require you to let us have sufficient funds to cover these in advance or alternatively may invoice you either immediately upon incurring disbursements or in an appropriate interim or final account.

ONGOING INFORMATION

We will tell you what, and when, disbursements and foreseeable payments may have to be made. We will also supply such general information as we are able to in order to ensure that you are kept informed of disbursements, and any likely changes, as matters proceed. If an estimate is given, we will inform you as soon as it becomes apparent that it is likely to be exceeded.

If we have not concluded work for you within six months or rendered interim accounts by that time, we will inform you of the fees and disbursements incurred.

FUNDING

We will discuss how our fees and disbursements are to be met and, in appropriate cases, consider whether you are eligible and should apply for legal aid.

If you wish, you may set a limit on fees and disbursements which should not be exceeded without further reference to you; please let us know if you would like us to work for you on this basis.

Our policy is only to accept cash up to £500, although in exceptional circumstances we may accept up to £2,000 in cash. If you deposit cash directly with our bank, we may 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.

We can accept payment by credit or debit card. However, we reserve a right to charge an administration fee where you use a credit or debit card to pay us for disbursements (of any amount) or for our fees where the payment (or series of payments) is more than £2,500.

LEGAL EXPENSES INSURANCE

We will also consider whether your liability for fees may be covered by insurance when appropriate. We will be able to supply details upon request of insurers who are able to supply legal expenses insurance.

CONDITIONAL FEES AND DAMAGES BASED FEES

Where appropriate we will discuss with you the possibility of having a conditional fee arrangement or damages based fee agreement and your lawyer will give you additional information explaining the way such arrangements operate.

If we enter into a conditional fee agreement or damages based fee agreement with you (either before or after your receipt of these Terms and Conditions of Business), the terms of that agreement also form part of our contract with you. In the event that there is any inconsistency between the terms of that agreement and these Terms and Conditions of Business and/or any engagement letter and/or supplemental letter or email, the terms of the conditional fee agreement or damages based fee agreement shall prevail.

VALUE ADDED TAX

VAT will be charged on all fees and disbursements as appropriate. Our VAT number is 205 305119.

If you are VAT registered, we will supply to you, on request, copies of any disbursement invoices against which you may reclaim the input VAT.

PAYMENT OF INVOICES

Fees, disbursements and VAT are due on the delivery of our invoice without any deduction by way of set off, counterclaim or otherwise.

We reserve the right to charge interest from the date of invoice on the outstanding balance of any invoice unpaid 30 days after its date at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. We are entitled to charge interest in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

We reserve the right to recover, on a full indemnity basis, any costs incurred by us in collecting overdue payments.

We often ask for personal guarantees from the owners or directors of any corporate or limited liability partnership clients in respect of our fees and other payments due to us. The guarantee will be included in our engagement letter.

Where we act for a company in a group, we reserve the right to recover from any group company all fees or other payments due to us in respect of work done for any other group company.

FEES ON ACCOUNT

We may ask you to pay sums on account of fees and disbursements to be incurred. Any such money paid to us will be held in our client account until an appropriate invoice is delivered to you in the case of fees or until it is necessary to pay a disbursement. We will be entitled to transfer money held on your behalf from our client account in order to discharge outstanding fees arising as a result of invoices delivered to you or disbursements incurred.

INTERIM BILLS

Unless otherwise agreed, or unless matters are completed prior to that time, it is our practice to submit interim bills every other month or more frequently in appropriate cases e.g court cases.

Our standard terms of payment, which will apply at all times, are available on request and appear on our invoices. We reserve the right to recover, on a full indemnity basis, any costs incurred by us in collecting overdue payments.

LIENS

The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our fees, whether or not the property is acquired in connection with the matter for which the fees were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien, but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of our fees.

If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you, whether it is in our possession or not, and in respect of all fees incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed fees (often referred to as "costs").

CLIENT ACCOUNT

As part of the work we do for you, we may hold money on your behalf. This will be deposited in one of our bank accounts, known as a client account. Our main client account is with NatWest Bank plc, although we do use other banks too. Should the relevant bank fail, any money we are holding on your behalf is not automatically protected and could be at risk. In other words, you will receive no additional protection simply because the money is held by us, rather than directly in an account with the bank in your own name. We cannot accept any liability for any losses resulting from a bank failure. You may be able to claim, at least in part, under the Financial Services Compensation Scheme (FSCS), which provides some protection for small businesses and individuals. Information about the protection available and the application process can be found on the FSCS website www.fscs.org.uk. The relevant FSCS limit applies to each individual or small business in relation to deposits with a particular institution so, if you hold other funds in the same deposit-taking institution as our client account, the limit will apply to the combined total. Also, some institutions have several brands and trade under different names. Again, this may limit the amount you can claim. Finally, by accepting our terms and conditions, you consent to the disclosure of certain client details to FSCS in the event of the failure of a deposit-taking institution which is holding your money.

COMPLAINTS

If you are ever dissatisfied with the service provided or the fees that we have charged and feel that you need to speak to someone other than the lawyer who has been advising you, please telephone or write to your client partner or, if you prefer, the Managing Partner. We will usually acknowledge your complaint within three working days and try to answer your complaint within 21 days (unless further investigation is required in which case we will tell you when this is likely to be completed). Our detailed complaints procedure is available on request.

If the complaint is not resolved to your satisfaction and you wish to involve an outside body, then you can contact the Legal Ombudsman service (on 0300 555 0333, enquiries@legalombudsman.org.uk or PO Box 6806, Wolverhampton, WV1 9WJ). In normal circumstances, the Legal Ombudsman expects you to allow us eight weeks to try to resolve your complaint before contacting them, and complaints should be made within six months of the date of the conclusion of our own complaints procedure. For more information on complaint procedures, you can download the Legal Ombudsman's leaflet called "Making a complaint" from the Legal Ombudsman's website at www.legalombudsman.org.uk.

You may be entitled to have the fees that we have charged assessed by the Court in accordance with Part III of the Solicitors Act 1974. If you do so, the Legal Ombudsman may not consider a complaint about our fees.

A slightly different complaints procedure (available on request and on our website) applies in relation to our notarial work, although the Legal Ombudsman can also be contacted as above if we are unable to resolve your complaint.

LIMIT OF LIABILITY

We will use reasonable skill and care in providing services to you. Any advice we give is for your sole use and does not constitute advice to any other person who may rely on it.

We accept liability without limit for death or personal injury caused by our negligence or by the negligence of any director, employee, shareholder or consultant of the Company and for any other liability which, by law, we cannot exclude.

You agree that, to the extent permitted under any applicable law, if, as a matter of law, a duty of care or any other duty, liability or obligation would otherwise be owed to you by any director, employee, shareholder or consultant of the Company, that duty is excluded and you agree that you will not bring any claim, whether on the basis of breach of contract, tort (including, without limitation,

negligence), breach of statutory duty or otherwise howsoever against any director, employee, shareholder or consultant of the Company in respect of any loss or damage that you, or any person, firm or company associated with you, suffer or incur, directly or indirectly, in connection in any way with any advice given to or other work done for you. Accordingly, any claim that you wish to make can only be made against the Company and not against a director, employee, shareholder or consultant of the Company.

In relation to any loss or damage you suffer as a result of a breach by us of our contractual obligations to you or as a result of our negligence, our total aggregate liability shall in no circumstance exceed £10m, being the level of our standard professional indemnity insurance cover. However, we may from time to time agree a lower liability cap with you on a case by case basis. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

TERMINATION

You may terminate your instructions at any time (subject to these Terms and Conditions of Business) on notice in writing. We may also withdraw from acting for you, but normally will only do so for professional reasons or arising from your failure to comply with these Terms and Conditions of Business.

We will render an invoice to you which will become payable in accordance with these Terms and Conditions of Business for all work carried out up to or in consequence of the conclusion of our contract with you.

RIGHT TO CANCEL

Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge within seven working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these Terms and Conditions of Business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, email or letter to the person responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

Under the Cancellation of Contracts made in a Consumer's Home or Place of Business Regulations 2008, you may have the right to cancel your instructions without charge within seven days by giving notice in writing. The Regulations apply where you have given us instructions to act for you either during a visit by us to your home or place of business, or where you instruct us during an excursion which we have arranged. However, if we start work with your written consent within the seven day cancellation period, we may invoice you for the work done up to the time of cancellation at which point the contract comes to an end. If you wish to cancel your instructions in accordance with the Regulations, you should do so by writing to us at our business address, marking your letter for the attention of our Managing Partner. Alternatively, you may email him at andrew.wright@cwj.co.uk. Your notice of cancellation is deemed to be served on us on the date it is sent. We do have a cancellation form, which we can provide to you on request, although it is not necessary to use this, provided your written cancellation is clear.

JURISDICTION

Your contract with us is governed by English Law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

TERMS AND CONDITIONS

By instructing or continuing to instruct us, you are deemed to have accepted these Terms and Conditions of Business. We reserve the right to amend these Terms and Conditions of Business at any time provided we give you prior notice of the proposed change.

Each director, employee, shareholder and consultant of Clarkson Wright & Jakes Ltd shall be entitled to the benefit of these Terms and Conditions of Business under the Contracts (Rights of Third Parties) Act 1999, but the contract with you may be varied from time to time or terminated without the consent of any such person.

These Terms and Conditions of Business supersede any prior agreement whether written or oral.

ONLINE SERVICES

If you instruct us via our website, additional terms of engagement shall apply which you will be asked to agree to as part of the online engagement process. These are available on our website and are also available on request.