

**Terms of
business**

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1.5 **The firm, this firm or MS Law:** mean MS Law LLP and not any individual or group of individuals within *the firm*.

1.6 **These terms:** means these Terms of Business.

1.7 **'We', 'us' and 'our'** (and other relevant first person terms): refer to *the firm* as a legal entity and not to any individual or group of individuals within *the firm*.

Please read this document carefully. We draw your attention in particular to clause 10 which limits our liability in broad terms to £3 million

1. Definitions

- 1.1 **Client care letter:** means the letter – usually sent at the outset – where *we* confirm *your* instructions and set out any specific terms in addition to *these terms* on which *we* are prepared to act for *you*.
- 1.2 **Contract:** means the agreement between you and *the firm* as set out in *these terms*, the *client care letter* and any other documents referred to within either *these terms* or the *client care letter*.
- 1.3 **Lawyer** means either an individual who is legally qualified or an individual who we consider to have equivalent standing and competence.
- 1.4 **Partner:** means a member of *MS Law*, or an employee or consultant of *MS Law* with equivalent standing and/or qualifications. The use of the word *partner* is not to be construed as meaning that the people so-called are engaged in business in partnership (whether under the Partnership Act 1890 or otherwise).

'You': means *our* client(s) and 'your' should be construed accordingly.

1.8 apply to any work we do for *you* unless we otherwise agree in writing.

1.9 In relation to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

- a) **Consumer:** means an individual acting for purposes which are wholly or mainly outside of that individual's trade, business, craft or profession.
- b) **Trader:** means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf. *The firm* is a trader for the purposes of these regulations.
- c) **Distance contract:** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.
- d) **Off-premises contract:** means a contract between a trader and a consumer which is any of these:
 - i) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
 - ii) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
 - iii) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;
 - iv) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.
- e) **Conclusion of the contract:** means the date *you* sign the Form of Acceptance to confirm acceptance of *these terms*.
- f) **Cancellation period:** means 14 days from the day after the conclusion of the *contract*.

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2.1 *These terms* shall apply to all work done by *us* for *you* (and any work to be done in the future) unless *we* otherwise notify *you* in writing. The specific terms set out in *our client care letter* will also apply to the matters to which that letter relates.

2.2 *You* should read *these terms* carefully, along with each applicable *client care letter* any other documents referred to within that *client care letter*, as these documents set out the basis on which *we* will provide services to *you* and form the *contract* between *us*. No other terms or conditions will

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- 2.3 By accepting *these terms*, you are entering into a *contract* with *the firm*. *These terms* may not be altered unless agreed in writing by us.
- 2.4 If any of *these terms* are inconsistent with the terms set out in either the *client care letter* or any client care document (such as a conditional fee agreement), the terms in that *client care letter* or document will prevail.
- 2.5 If any term of the *contract* is inconsistent with *our* legal obligations under the relevant laws then the relevant laws shall apply instead of those terms.
- 2.6 *Your* continuing instructions in relation to any matter will amount to an acceptance of the terms of the *contract*.

4.2 We are authorised and regulated by the Solicitors Regulation Authority (SRA) and *our* SRA ID number is 443046. Further details of the regulatory requirements (including the SRA Code of Conduct) which apply to *this firm* can be accessed at www.sra.org.uk

3. Instructions

- 3.1 We will not be able to provide the best possible quality of advice unless you ensure that you provide us with all relevant information. The information you provide to us must, to the best of your knowledge, be complete, accurate and up to date and be supplied as soon as is reasonably practicable. You should inform us without delay of any changes which affect any information provided. We will not be responsible for errors or delays in our work or advice caused by inaccuracy or incompleteness in the information supplied to us, or by such information being out of date.
- 3.2 If we are advising more than one person (whether individuals, companies or other entities), we will act for those persons jointly and severally. Each joint client permits us irrevocably to disclose to any other of the joint clients any information which we would otherwise be prevented from disclosing by virtue of our duty of confidentiality. If a conflict of interest arises between joint clients, we reserve the right to terminate or suspend the provision of any or all services in whole or in part to any of the joint clients.
- 3.3 If you are instructing us jointly, it is your responsibility to tell us straightaway if you require more than one person to give us instructions in relation to your matter. Otherwise, we will accept instructions from any one person.
- 3.4 If you are a company or other commercial entity, it is your responsibility to tell us at the outset if you require more than one director (or equivalent) or a particular director to give us instructions. Otherwise, we will accept instructions from any person we may reasonably assume has authority to instruct us and that our contract has been properly authorised by the board of directors or other appropriate decision-making body of the company or other entity.

4. Information about this firm

- 4.1 The firm's contact details are:
- a) **Name:** MS Law LLP
 - b) **Constitution:** Limited liability partnership, registered in England and Wales with company number: OC319977. A list of partners is available for inspection at our registered office.
 - c) **Head office address:** 383 Bury New Road, Prestwich, Manchester, M25 1AW
 - d) **Contact number:** 0161 772 4500
 - e) **E-mail:** info@ms-law.co.uk
 - f) **Website:** www.ms-law.co.uk
 - g) **Hours of business:** 09:00 – 17:00, Monday to Friday (excluding bank and other holidays)
 - h) **VAT number:** 851 9583 91

4.3 We maintain professional indemnity insurance cover. Further information is available at *our* registered office.

5. Scope of, and limits on, our responsibility to you

5.1 The accompanying *client care letter* sets out the scope of the legal services *we* are to provide in *your* matter.

5.2 We do not advise on the laws and regulations of jurisdictions other than England & Wales (which for these purposes includes the law of the European Union as applied in England & Wales). *You* may not rely on any advice *we* give as being applicable or accurate in relation to any other jurisdiction.

5.3 Unless *we* specifically agree with *you* in writing, *we* will not advise on tax-related issues.

5.4 We do not provide financial or investment advice, and in providing *our* services *we* will not (unless *we* specifically agree with *you* in writing that *we* will do so) investigate the financial standing of any person, or investigate or comment upon the commercial or financial viability of any matter. *You* are responsible for all matters of commercial judgment in connection with any matter.

5.5 *Our client care letter* sets out other areas that *we* will not be advising *you* on in relation to any specific matter.

5.6 Unless *we* specifically agree with *you* in writing, the advice *we* give and the documents *we* prepare are for use only in connection with the specific matter on which *we* are instructed and state or comply with the law as in force at the relevant time.

5.7 The advice *we* give is confidential and for *your* exclusive use and benefit. No-one other than *you* is entitled to rely on *our* advice. *You* agree not to make *our* work available to third parties without *our* written permission and *we* accept no responsibility to third parties for any aspect of *our* services that is made available to them. Save as set out in clause 5.8 and 10.7 below, no third party rights are created by this document or *our client care letter* in the absence of *our* express agreement to the contrary.

5.8 *You* agree that MS Law is responsible for work done, not the partners, consultants or employees of the firm. In engaging MS Law to provide services, *you* are engaging the LLP of that name, and no partner, consultant or employee of MS Law assumes or will assume personal liability for the conduct of the work *you* instruct *us* to carry out. In particular, the fact that an individual partner, employee, agent or consultant signs in his or her own name any letter, email or other document in the course of carrying out that work does not mean he or she is assuming any personal liability. *You* and *we* intend that this provision is for the benefit of, and shall be enforceable by, *the firm's* partners, consultants and employees under the Contracts (Rights of Third Parties) Act 1999.

6. Our fees

6.1 The basis for *our* fees will be set out in *our client care letter*.

6.2 Fixed fee services:

- a) If *we* charge on a fixed fee basis, this is based on the assumption that the work that *we* have agreed to carry out on *your* behalf will be completed without any complications arising. If any unforeseen additional

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work is required, or if *you* change *your* instructions to *us*, we will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the *lawyer* dealing with *your* matter.

6.3 Hourly rate services:

- a) If we charge based on the amount of time we spend dealing with *your* matter, *our* rates will vary according to the experience of the *lawyer* handling *your* matter. The hourly rates that apply to *your* matter are set out in *our client care letter*.
- b) We review *our* hourly rates from time to time; we will notify *you* in writing of any increase.
- c) *You* will be charged for time spent on *your* matter which will include but not be limited to: any meetings with *you* (and any third parties); considering, preparing and working on papers; correspondence; making and receiving telephone calls; research; internal consultations; and travelling. Time is recorded and charged in six minute units at the applicable hourly rate. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on *your* matter.
- d) Where we give *you* an estimate of costs, it is a guide to assist *you* in budgeting for *your* legal costs and is not fixed. We will do *our* best to keep *you* updated with the best costs information that we are able to provide at any one time. If *you* would like to agree a cap on *our* fees, above which we will not incur any further costs without *your* consent, or arrange review dates, please let *us* know as soon as possible.

All services

- 7.1 We will assume that *you* have authorised *us* to incur expenses (known as "disbursements") while working on *your* matter unless *you* specifically instruct *us* otherwise. These disbursements (together with any applicable VAT) will normally be payable by *you* in addition to *our* charges. Examples of disbursements include but are not limited to Land Registry and Companies House fees; search fees; Stamp Duty Land Tax (and similar taxes); fees charged by experts, agents, couriers; court fees; travel expenses and subsistence; international telephone calls and use of online databases.
- 7.2 Where we use *our* online ID verification service we will charge a nominal rate of £5 plus VAT per person. Where we act for a corporate client this charge will be £25 plus VAT to cover company and director(s) ID verification. See clause 18, below, on money laundering prevention.
- 7.3 Where we send money electronically either to *you* or to a third party on *your* behalf, we will apply a charge of £35 + VAT for each telegraphic transfer (TT) and £15 + VAT for each faster payment. This charge includes the fee payable by *us* to *our* bank as well as a fee to cover *our* costs for administration as well as anti-money laundering and anti-fraud checks.
- 7.4 We add VAT to *our* fees at the applicable at the time that the work is completed.
- 7.5 *Our* fee estimates and quotations assume that:
 - The transaction is standard and that no unforeseen matters arise including for example (but not limited to) a defect in title which requires remedying prior to

completion or the preparation of additional documents ancillary to the main transaction.

- The transaction is concluded in a timely manner and no unforeseen complications arise.
- No indemnity policies are required. Additional disbursements may apply if indemnity policies are required.
- All parties to the transaction are co-operative and there is no unreasonable delay from any third parties.

- 7.6 In addition to any exclusions detailed in any other documentation we provide to *you* our services will exclude advice on tax and any checks on the property to ensure that it has been built in accordance with any planning permission granted or any planning conditions have been complied with and/or discharged.

8. Paying our bills

- Payment of *our* bills and any disbursements and expenses does not depend on whether we complete the work on *your* matter, or on the result of *your* case. All fees are payable in any event, regardless of the outcome or whether we complete the work or not.

We are entitled to send *you* bills on an interim basis. We will normally deliver bills on a monthly basis although any alternative arrangements will be set out in *our client care letter*.

- 8.3 Where we ask *you* for payment on account (payment in advance of *us* carrying out work or incurring disbursements on *your* behalf), we are not obliged to carry out any work on *your* matter until that payment has been made.
- 8.4 We reserve the right not to act, or continue to act, for *you* if *you* or any person connected with *you* have not fully discharged any of *our* bills (whether in this matter or any other matter).
- 8.5 *You* must tell *us* straightaway if *you* have any form of legal expenses insurance that *you* think might pay for *our* bills.
- 8.6 If a third party agrees to pay *our* bills, *you* will remain responsible to *us* for payment until those bills have been paid in full.
- 8.7 *Our* bills are payable upon delivery. If bills remain unpaid we reserve the right to charge interest on the balance at 3% above the base lending rate of NatWest Bank for the time being or, at *our* discretion, the rate applicable to judgment debts. Interest on unpaid bills shall take effect from the date falling one month after the date of delivery of *our* bill where the amounts relate to non-contentious matters, and from the date of delivery of *our* bill in relation to contentious matters. In circumstances where we claim interest we may also claim compensation arising out of late payment. In circumstances where we take legal action in connection with unpaid bills, we reserve the right to include in any claim the full costs of recovery.
- 8.8 If we are providing services to more than one person whether individuals, companies or entities and we are asked to deliver bills only to one person, those bills will remain payable in full by all persons that we provide services to under the *contract*.
- 8.9 If any of *our* bills remain partially or fully outstanding at any

time, then *you* authorise *us* to pay them in any order out of any funds *we* may hold for *you* from time to time. *We* will advise *you* if *we* do this and pay *you* any balance remaining from such funds once *we* have discharged *our* bills.

interest policy at the conclusion of *your* matter.

- e) If for religious or other reasons *you* do not wish to receive interest payments on any money *we* hold on *your* behalf, please let *us* know.

8.10 All bills, whenever they are submitted, will be final bills for the period to which they relate but this does not prevent *us* from invoicing *you* for fees or expenses for that period on a subsequent bill.

8.11 *You* can make a complaint about a bill using *the firm's* complaints procedure which is available upon request. *You* may also have the right to complain to the Legal Ombudsman (see clause 20) or to apply to the court for an assessment of the bill under part III of the Solicitors Act 1974.

8.12 Alternatives to paying *our* fees on a private basis may be available, for example if insurance *you* hold, such as a motor or home insurance policy, includes legal expenses insurance cover. Similarly, *your* employer or trade union may be prepared to cover or contribute to *your* legal fees. It is *your* responsibility to tell *us* if *you* believe funding may be available. Until such time that confirmation of funding is received, *we* will assume that *you* are paying privately and, as such, *you* will be responsible for payment of *our* fees.

9.3 Banking:

- a) *We* shall not be liable for any loss which *you* or any third party may suffer in connection with the failure of a deposit provider (i.e. banks, building societies, etc.).
- b) If a banking failure occurs in relation to any deposit provider which holds money that *we* have deposited on *your* behalf, *you* agree that *we* may, where applicable, disclose to the Financial Services Compensation Scheme (FSCS) all relevant details in *our* possession about *you* and the money that *we* hold on *your* behalf with such a deposit provider. However, if *you* do not wish *us* to make any such disclosure, please e-mail info@ms-law.co.uk. Please note that by withholding consent to *our* disclosure of *your* details to the FSCS in such circumstances, *you* may forfeit any right *you* may have to receive compensation from the scheme. Further information regarding the FSCS can be found at www.fscs.org.uk, telephone number 0800 678 1100 or 020 7741 4100.

9. Your money

10. Limitation of Liability

9.1 Holding client money

10.1 Liability limited

- a) Where it is necessary and appropriate to do so as part of dealing with *your* matter, *we* agree to hold money either for *you* or on behalf of third parties. However, *we* will not provide *you* or any party with a general banking facility and reserve the right to refuse to hold money or to return money to *you* or third parties.
- b) Where *we* consider it necessary to carry out checks before agreeing to accept or send money, *we* reserve the right to charge *you* for the cost of such checks.
- c) At the conclusion of *your* matter and once *our* bills have been paid *we* will return to *you* any money held in *our* client account. Where despite reasonable efforts *we* are unable to trace *you*, *we* will assume that *you* authorise *us* to donate balances of £5 or under to charity.

- a) Subject to sub-clause 10.6, *our* liability for losses (including legal costs *you* incur in pursuing recovery of the losses, and interest including statutory interest) arising from or out of or in connection with:
 - i) the *contract* between *you* and *us*, or
 - ii) the duties or obligations *we* owe *you* in acting for *you* in the matter to which *these terms* relate

shall be limited to the sum of £3 million in respect of any claim against *us*, except where *you* engage *our* services in the course of acting for purposes which are wholly outside of *your* trade, profession or craft.

- b) In defining what a claim is for the purposes of this clause, all claims against *us* arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions, and all claims against *us* arising from one matter or transaction, shall be regarded as one claim.

9.2 Interest Policy:

10.2 Proportionate liability

- a) Where *we* hold money on *your* behalf, it will be held in a client account which is subject to instant access and, as such, the interest earned on any monies held is unlikely to be as much as if the money had been otherwise invested.
- b) Under *our* interest policy, *we* will pay *you* interest (unless the amount calculated is £20 or less) on client money at the rate of 2% below the base lending rate for the time being of NatWest Bank or 0.01% whichever is the greater. If *we* hold money for *you* outside *our* client account (as may be permitted by *our* professional rules) *you* will be entitled to interest on such money at the same rate.
- c) *Our* interest policy shall be kept under review and may change if the bank of England base rate increases or decreases.

- a) Subject to sub-clause 10.1 and 10.6, if *we* are jointly, or jointly and severally, liable to *you* with any other party *we* shall only be liable to pay *you* the proportion of *your* losses which is found to be fairly and reasonably due to *our* fault. *We* shall not be liable to pay *you* the proportion which is fairly and reasonably due to the fault of another party.

10.3 Effect of limitation or exclusion of liability *you* agree with another person

- d) *We* will usually account to *you* for interest under *our*

- a) *We* could be affected by any limitation or exclusion or liability which *you* agree with another of *your* advisers or any other third party in connection with a matter on which *we* are acting for *you*. This is because such a limitation or exclusion of liability might also operate to

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- limit the amount which we could recover from that other person, for example by way of contribution. Subject to sub-clause 10.6, you agree that we shall not be liable to you for any increased amount thereby payable by us, or for any amount which we would have been entitled to recover from another of your advisers or other third party by way of indemnity, contribution or otherwise, but are unable to recover because of that limitation or exclusion of liability.
- 10.4 Making a claim against another person who is or may be liable
- a) Subject to sub-clause 10.6, if there is another adviser or person who is liable (or potentially liable) to you in respect of the same loss as you claim from us then you will at our request join that person in any proceedings brought against us as soon as reasonably practicable following our request. This is subject to any legal prohibition against your joining them in that way.
- 10.5 Time limit for making claims
- a) We shall not be liable for any loss arising out of any act or omission on our part unless court proceedings in respect of the alleged loss are issued not later than three years after you first had (or ought reasonably to have had) both the knowledge required for bringing an action for damages in respect of the act or omission and the knowledge that you had the right to bring such an action and in any event not later than six years after the date of the act or omission from which the loss arises. This provision will not increase the time within which proceedings may be commenced under the Limitation Act 1980 or other statutory provisions, and may reduce it.
- 10.6 Qualification to limitation of liability
- a) Nothing in these terms excludes or restricts liability for:
- i) Losses in an amount less than the minimum level of professional indemnity insurance cover required by the Solicitors Indemnity Insurance Rules from time to time. The amount of such minimum level of cover as at May 2019 was £3 million for a corporate body.
- ii) Death or personal injury caused by breach of duty;
- iii) Losses caused by the fraud, dishonesty, wilful default or reckless disregard of professional obligations committed by any partner, consultant, employee or other member of staff within the course of practice or from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time;
- iv) Losses caused when acting for you in a 'contentious business agreement' within the meaning of section 87 of the Solicitors Act 1974.
- 10.7 Individual partners, employees etc. of the LLP
- a) Without prejudice to clause 5.8 above, you agree that this limitation of liability shall apply to partners, consultants and employees of the LLP as it applies to the LLP. You and we intend that this provision is for the benefit of, and shall be enforceable by, the firm's partners, consultants and employees under the Contracts (Rights of Third Parties) Act 1999.
- 10.8 Severance
- a) Each of the above limitations constitutes a separate and independent limitation so that if one or more are held to be invalid for any reason or to any extent whatever or does not accord with any professional obligation, then the remaining limitations or the limitations as varied shall be valid to the extent they are not held to be invalid or incompatible with any professional obligation.
- 10.9 Invitation to discuss the limits
- a) We believe the limitations on our liability we have set out are reasonable having regard to the availability and cost of professional indemnity insurance and possible changes in its availability and cost in the future, but should you consider them inappropriate we invite you to discuss the limits with us and we will then investigate the options with you, including the option of providing a higher limit of liability at additional cost.
- 11. Rights of third parties**
- 11.1 Save in relation to clause 5.8 and 10.7 above to the extent that they are for the benefit of partners, consultants and employees of the firm, no person other than the parties to this agreement may enforce any provisions of our engagement by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 11.2 The parties to this agreement may agree to vary or rescind this agreement without the consent of any third parties.
- 12. Not a contentious business agreement**
- 12.1 This is not a contentious business agreement within the provisions of section 59 of the Solicitors Act 1974; we spell this out, because if it was a contentious business agreement within those provisions, it would affect the terms on which we provide legal services to you.
- 13. Storage of documents**
- After completing the work, we may be entitled to keep all your papers and documents while there is still money owed to us, either for our fees or disbursements.
- 13.2 In the course of providing our services to you, we acquire and create a range of documentation. Depending on its nature, this documentation either belongs to you or belongs to us. We do not segregate such documentation according to legal ownership.
- 13.3 Unless otherwise agreed in writing we shall retain all documents in your file for a period that accords with our document retention policy from time to time. Our present policy is to retain documents for at least 6 years. We reserve the right to destroy documents after a shorter period if our policy changes.
- 13.4 Documentation that is your property will be returned to you on request within these time periods at your expense.
- 14. Confidentiality and data protection**
- 14.1 Our use of your personal data is subject to your instructions and our duty of confidentiality, as well as data protection law.

matters we handle for you.

14.2 Under data protection law, we can only use *your* personal data if we have a legal basis for doing so. Generally, we process *your* personal data:

- a) to comply with *our* legal and regulatory obligations;
- b) for the performance of *our* contract with *you* or to take steps at *your* request before entering into a contract, or;
- c) for *our* legitimate interests or those of a third party

14.3 Therefore, we keep information passed to us confidential and will not disclose it to third parties except as authorised by *you* or required by law. However, if on *your* instruction, we are working with other professional service providers (such as expert witnesses or other professional advisors), we will assume that we may disclose any relevant information about *your* matter to them unless *you* tell us otherwise.

14.4 Where permitted by law, we may use *your* personal data to send *you* updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about *our* services and upcoming events. *You* have the right to opt out of receiving promotional communications at any time.

14.5 Full details of how we use *your* personal data can be found in *our* privacy notice, available by contacting us for a paper copy.

14.6 If *you* are an individual, *you* have a right under data protection law to obtain information from us, including a description of the personal data that we hold on *you*. Should *you* have any queries concerning this right, please contact info@ms-law.co.uk.

14.7 We will normally disclose to *you* all information material to *your* affairs and business regardless of the source of that information. However, we will not pass on to *you* any confidential information about the affairs of any other client.

14.8 *The firm* may become subject to periodic checks by external organisations, such as regulators, accountants, certifying bodies and funding insurers. This could mean that *your* file or other information relating to *you* is selected for checking, in which case we would need *your* consent for the checking to occur. All such checks are conducted by individuals or organisations who have provided *the firm* with a confidentiality agreement. Unless *you* tell us otherwise, we will treat *your* acceptance of *these terms* as *your* consent to make *your* file and other information relating to *you* available for checking.

14.9 Sometimes we outsource part of *our* work to other companies or people to improve efficiency and *your* client experience generally. We will always carry out due diligence on such outsourced providers. If *you* would like more information about *our* outsourcing arrangements, please contact us. Otherwise, we will assume that we have *your* permission to outsource aspects of *your* file, as appropriate. In certain circumstances we may ask any outsourced providers to contact *you* directly, although we will advise *you* before doing this.

14.10 It is *your* responsibility to keep details of *your* matters confidential and *you* are strongly advised against discussing any aspect of *your* matter in a public place or in an online environment such as a social media website. We shall not be liable for any loss or prejudice *you* suffer as a result of *your* own disclosure of information relating to any of the

15. Disclosure of information for property transactions

15.1 If we act for *you* and *your* lender, we have a duty to fully reveal to *your* lender or HM Revenue and Customs all relevant facts about *your* purchase, *your* mortgage and what makes up the purchase price. *Your* continuing instructions amount to *your* consent to us to disclose all relevant information to *your* lender and to HM Revenue and Customs. This includes any difference between *your* mortgage application and information *you* or we receive during the transaction including any cash back payments or discount schemes or other incentives that the seller is providing or allowing or giving to *you*.

15.2 *You* must disclose all information which may affect *your* liability for stamp duty land tax or other stamp duty (duty) as we can then ensure *you* pay the correct duty. If *you* fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) *you* must accept full liability for any penalties or action or other proceedings that any authority may take against *you* for failing to disclose information which resulted in a duty or greater liability to pay such duty.

16. Security of communications

16.1 Depending on the urgency we will communicate with *you* and third parties by post, telephone, fax, face to face and – unless *you* tell us in writing not to do so – by email. Email is an important and convenient method of communication, but *you* must be aware that it carries certain risks and by agreeing to use email *you* accept the following:

- a) The security of email cannot be guaranteed and email may be targeted by fraudsters;
- b) *You* cannot assume that, once sent, an email has been delivered;
- c) We are entitled to treat all received emails as genuine, complete and accurate;
- d) Incoming emails are checked for spam, viruses and other undesirable content, and will be quarantined (and therefore not read) if any such content is detected;
- e) Where *you* provide us with fax or email addresses, we will assume, unless *you* tell us otherwise, that *your* arrangements are sufficiently secure and confidential to protect *your* interests.

16.2 It is very unlikely that we will change *our* bank account details during the course of *your* matter. In any event, we will never contact *you* by email to tell *you* that *our* details have changed. If *you* receive any communications purporting to be from *this firm*, that *you* deem suspicious or have any concerns about (however slight), please contact *our* office by telephone straightaway.

- Where *you* send us bank details or payment instructions by email, we will carry out anti-fraud checks which may involve calling *you* to verify those details or instructions. We will not be liable to *you* for any losses *you* sustain where we have reasonably applied anti-fraud measures with *your* best interests in mind.

16.4 *You* must take great care and diligence when sending any payments to us. *You* should always verify with *our* offices any bank details received in writing (including via email) before sending funds.

16.5 If *you* are purchasing a property using a mortgage some lenders operate a tool to verify *our* bank details.

You should use this where available and also carry out all other appropriate diligence and checks to ensure that any funds are sent to the genuine bank account of *MS Law*. The onus is upon *you* to do so. *We* will not accept liability or responsibility for any funds sent to an account other than the genuine bank account of *MS Law*.

16.6 Should any bank, building society, other entity or person refuse to accept funds from *us* or *our* bank refuses to accept them because the account name and details do not match precisely or a delay is caused due to the same reason, then *we* accept no liability arising therefrom where *you* or others (as the context may require) have provided *us* with incorrect or inaccurate information.

17. Separate businesses

17.1 If *we* recommend that *you* use a particular separate business, *we* shall do so in good faith and because *we* believe it to be in *your* best interests. *We* will not be responsible to *you* for the appropriateness or accuracy of the advice given by any third party, or for payment of their costs, fees and expenses.

17.2 In appropriate circumstances *we* will refer *you* to separate businesses owned by or connected to *JMW*. *We* should emphasise that all advice given by any of *our* separate businesses will be independent, offering a complementary service which has been recommended with *your* best interests in mind.

17.3 *You* should be aware that if any separate business is not another firm of solicitors, then *you* will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA), the SRA's Code of Conduct and SRA Indemnity Insurance Rules, nor shall *you* be entitled to the benefit of the SRA Compensation Fund. Please contact *us* if *you* have any questions about these arrangements. Otherwise, *we* will assume that *we* have *your* consent to instruct separate businesses on *your* behalf.

18. Anti-money laundering

18.1 Since *we* are required to obtain certain information regarding *our* clients and their affairs, *we* operate *know your client* (KYC) procedures. *We* are entitled to refuse to act for *you* if *you* fail to supply any information *we* reasonably require as part of *our* KYC procedures.

18.2 As part of *our* KYC procedures, *we* may carry out electronic checks but *you* may also be required to provide *us* with evidence of *your* identification and place of residence. The cost of any electronic checks will be charged to *you* (see clause 7.2).

18.3 If the matter *you* are instructing *us* on involves the movement of money or other property through *us* directly, or through another party, *we* also have to be satisfied as to the legitimacy of the source of funds.

18.4 Personal data obtained through *our* KYC procedures will be used primarily for the prevention of money laundering and terrorist financing, although it may be used for other purposes if permitted by law. For more information on how *we* use *your* personal data, please refer to clause 14.

18.5 *You* need to be aware that the Proceeds of Crime Act 2002 (as amended) (the "Act") creates a number of

offences relating to the proceeds of crime. The 'proceeds of crime' are any monies/property/assets which have arisen as a result of any crime. These include, for example, monies (however low in value) saved as a result of tax evasion or benefit fraud, whether that money has been saved or spent.

18.6 If *we* become aware or suspect the existence of the proceeds of crime in a matter on which *we* act for *you* (whether from *you* or from any other person), *we* may be obliged to report the irregularity to the appropriate authority. Permission may be withheld for *us* to continue with the relevant matter. The appropriate authority can pass the information reported to them to any relevant body, such as HM Revenue & Customs, and an investigation may take place at any time in the future.

18.7 It follows from the above that if *you* have any concerns about irregularities in *your* financial position *you* may wish to seek specialist accountancy or welfare benefits advice to correct those irregularities. *We* strongly recommend that *you* do this before instructing *us*. Please note that accountants and banks are also required to comply with the provisions of the Act.

18.8 It is also important for *us* to make *you* aware that *we* may have a legal duty under the Act and related legislation to report known or suspicious circumstances to the appropriate authorities without telling *you*, and the appropriate authorities may share the information given to them. This could have serious consequences for *you*. In rare situations *you* could find that *you* then become subject to an HM Revenue & Customs investigation or benefits investigation and/or criminal proceedings.

18.9 The obligations which *we* have under the Act and related legislation can, in certain instances, override the duty of solicitor/client confidentiality.

18.10 Circumstances may arise where *we* have to approach *you* to seek *your* permission to report certain matters to the appropriate authorities. For instance, *we* may take the view that by proceeding further with *your* matter (without permission from the appropriate authority) *we* may be assisting in the commission of a money laundering offence. In the event that *you* refuse such permission *we* reserve the right to terminate *your* instructions. If *we* do so in these circumstances *you* will be liable for all *our* fees and expenses incurred up to the date of such termination.

18.11 *We* will not be liable to *you* for any losses arising out of *our* reporting obligations under the Act and any related legislation.

18.12 *We* will not accept payments from *you* in cash of over £500.00 regardless of whether the payment is to settle *our* bill, to pay money on account, or in respect of transactions *we* may be acting upon (such as sales and purchases of businesses or property).

19. Financial services

19.1 *We* are not authorised by the Financial Conduct Authority. However, *we* are included on the register maintained by the Financial Conduct Authority so that *we* can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of *our* business, 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.

19.2 The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).

19.3 Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.

19.4 You must provide us with details of any relevant existing insurance policies you may have at the outset. We will not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

20. Complaints

20.1 This firm is committed to high quality legal advice and client care. Should any matter arise during our engagement with you which causes you concern (whether in relation to our services or invoices rendered), you should raise the matter at first instance with the lawyer who is dealing with your matter, who will endeavour to resolve any concerns quickly. If you remain unsatisfied, please speak with the Head of the Department with responsibility for your matter.

20.2 We have a formal complaints procedure designed to resolve any issues quickly and fairly. This is available on request.

20.3 If we are unable to resolve your complaint, you may be eligible to refer the matter to the Legal Ombudsman provided you do so within 6 months of the end of our internal complaint procedure.

20.4 Any complaint to the Legal Ombudsman must usually be made within 6 years from the date of the problem which brought about your complaint, or within 3 years of the date you should reasonably have known there was cause for complaint. For further information, you should contact the Legal Ombudsman using the following details:

A: The Legal Ombudsman at PO Box
6806, Wolverhampton, WV1 9WJ;
T: 0300 555 0333;
E: enquiries@legalombudsman.org.uk.

21. Equality and diversity

21.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

21.2 If you have any special requirements in relation to the way in which you would like us to handle your work, (for example, if you consider yourself to have a disability) please let us know.

22. Termination

22.1 You may end the contract (and therefore, your instructions to us) at any time by writing to us by post or email (see clause 4.1 of these terms for details). However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including charges and disbursements which have not yet been billed).

22.2 We may end the contract (and, therefore, cease acting for you) in relation to any matter or all of your matters. We will only do this where we believe we have a good reason and upon informing you in writing. Examples of a good reason include where you have not given us sufficient instructions; where we are not satisfied with the information you have provided as part of our KYC procedures; where our fees remain outstanding or we reasonably believe that the relationship between you and us has broken down.

22.3 If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or our professional rules, we will charge you for any work we have actually done. Our charges will be based on our hourly rates applicable at that time (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

22.4 If we cease acting for you, we shall (where relevant) inform the court or tribunal that we no longer act for you and shall apply to be removed from their records. We may charge you for doing so at our hourly rates applicable at that time.

22.5 You may need to revisit or review completed matters from time to time; for example, agreements may require further action or there may be changes in the relevant law. Standard agreements (such as terms of business and employment contracts) need to be reviewed frequently. Unless we agree otherwise in writing, we will not, once a matter is completed or our engagement is terminated, have any continuing responsibility to you for advising you, or for monitoring or notifying any changes in the law or any relevant dates or deadlines or compliance by any party of any agreement or other arrangement on which we have acted for you or advised you.

23. Cancellation rights

23.1 If you are an individual consumer (and not a business entity) and if our contract with you is a distance contract or an off premises contract, you have the right to cancel this contract within 14 days after the date of the conclusion of the contract (the cancellation period). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to clause 1 for key definitions.

23.4 Where cancellation rights apply under these regulations, we will not start work on *your* file for 14 days after the date of the *conclusion of the contract*. If *you* would like *our* service to start within 14 days of *conclusion of the contract*, please sign the enclosed Form of Acceptance, mark the relevant box stating *your* wishes and return a copy to *us*.

23.5 Once *we* have started work on *your* file within the cancellation period, on *your* instruction, *you* will be charged for any work done if *you* then cancel your instructions. *You* will have to pay *us* an amount which is proportionate to the work completed until *we* receive notice of cancellation from *you*, in comparison with the full coverage of the contract.

These charges will be applied on the same basis as set out in clause 6 of these terms and where a fixed fee has been agreed, the charges will not exceed that fixed fee. Similarly, where *we*, on *your* instruction, start and finish work on *your* file within the cancellation period, your cancellation rights will not apply.

24. Applicable law

24.1 *These terms* and *our client care letter* shall be governed by, and interpreted in accordance with English law. Any disputes

23.2 This right will typically exist where *we* take instructions from *you* outside of *our* offices, for example during a visit to *you*, or by a means of distance communication such as over the telephone or by email. However, if *you* are unsure whether these cancellation rights apply to *you*, please contact *us* immediately upon receipt of *these terms*.

23.3 Please refer to the enclosed cancellation notice for further information about *your* right to cancel and the conditions attached to the same.

or claims concerning this contract and any matters arising from it shall be dealt with only by the courts of England and Wales.

24.2 If any provision of the *contract* is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the *contract* which shall remain in full force and effect.

Non-waiver

25.1 Any failure by *MS Law* to insist upon the strict performance of any term of the *contract*, or any failure or delay by *MS Law* to exercise its rights or remedies (whether under the *contract* or at law) shall not be or be deemed to be a waiver of any right which *MS Law* may have to insist upon the strict performance of the terms of the *contract* or of any of its rights or remedies in respect of any default under the terms of the *contract*.