CHILCOTTS LAW

Terms of Business

Your Instructions

1.1 These Terms of Business, together with our Client Care Letter, set out the terms on which we will act for you. By signing and returning the Client Agreement contained within our Client Care Letter, you confirm your acceptance of these Terms of Business.

1.2 Unless advised otherwise, we will assume that we are authorised to accept instructions from any person whom we reasonably believe to have your authority to give us instructions and that we may act on instructions given orally.

1.3 These Terms of Business, together with any Client Care Letter, set out the terms and conditions upon which we agree to be engaged by you, to the exclusion of all other terms and conditions that you or we may purport to apply in connection with our engagement (unless otherwise agreed in writing between you and us).

2. Our Aim

2.1 We endeavour to offer our clients quality legal advice with a personal service at a fair cost. Our aim is to facilitate the effective management of your case and to enable us to operate as efficiently and economically as possible.

3. Your Responsibilities

You will:

3.1 provide us with clear, timely and accurate instructions

3.2 provide all documentation and information that we reasonably request in a timely manner; and

3.3 safeguard any documents that may be required for your case, including documents that you may have to disclose to another party.

3.4 Ensure that the personal data we hold on you is accurate, and you advise us of any changes to it.

4. Our Responsibilities

We will:

4.1 treat you fairly and with respect

4.2 communicate with you in straightforward language and explain all legal terminology used

4.3 advise you of any changes in the law that affect the way in which we provide you with legal advice

4.4 advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your case; and

4.5 exercise reasonable skill, care and diligence in carrying out your instructions

4.6 represent your interests and keep your matter confidential

4.7 keep you regularly informed on progress

4.8 deal promptly with any enquiries that you may have, and we will always try to return your telephone call on the same day.

4.9 Our advice will be limited to English law and, unless otherwise agreed between you and us, we will not supply you with advice on the laws of any other jurisdiction.

5. Business Hours

5.1 Our normal opening hours are between 9.00am to 5.00pm, Monday to Friday, excluding all bank holidays.

5.2 Appointments can be arranged at other times if desired and suitable to all parties.

5.3 Messages can be left on the office voicemail facilities outside of our normal opening hours.

6. People Responsible for Your Case

6.1 The person responsible for dealing with your case on a day-to-day basis, along with details of the person with overall responsibility for your case is set out in the Client Care Letter. If there is any need to change the person with day-to-day responsibility for your case, say due to holiday, or illness, this will be discussed with you.

7. Communication

7.1 We will aim to communicate with you by such a method as you may request. Unless you withdraw consent, we will communicate with you and with others when appropriate by normal, unencrypted email or fax using the email addresses and fax numbers, including sending bills and other confidential information. We cannot be responsible for the security of correspondence and documents sent by email or fax. You should be aware that emails (in particular when unencrypted) may be intercepted, delayed, or corrupted or may fail to be delivered. We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communications you send to us or with any discs or memory sticks or other electronically stored information. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication, discs, memory sticks or other electronically stored information other than where such a claim or loss arises from bad faith or wilful default.

7.2 All other correspondence will be sent to the address at the time of signing these terms. Should your address change within the course of your matter it is your responsibility to inform us of this and provide updated ID. All letters will be stamped with our address and once leaving the office will become the responsibility of the postal service. Should you specify requiring your letters by special or recorded delivery these costs will be payable by you as the client. Once the letter is with the Royal Mail or alternative postal service they take responsibility for safe receipt.

8. Fees, Expenses and Disbursements

8.1 Our charges will be calculated mainly by reference to the time actually spent by our staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; attending at assessment and appeal hearings; and time necessarily spent travelling away from the office.

8.2 Due to the nature of the work, we conduct on your behalf, from time to time, it may be necessary for us to instruct an independent expert. Their charges are separate to our hourly rates and a quotation for their work will be provided to you for your approval prior to the commencement of any work done by them. However, this quotation will be an estimate in the first instance and depending on the time taken by the expert, may change in their final invoice.

8.3 In property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.

8.4 The fee earners hourly rates* are detailed in our Client Care Letter. These hourly rates are reviewed periodically to reflect increases in overhead costs and inflation, and we will notify you of any change. VAT is payable on our hourly rates.

**Some fee earners charge on an hourly rate basis and will charge in units of time. 1 hour consists of 10 units with each unit being a total of 6 minutes. Therefore, you will notice on our invoices that we charge 1/10th of our hourly charging rate per unit. This does not include fixed fee matters.*

8.5 Where we have agreed a fixed fee for conveyancing work, the fee and any applicable additional charges will be set out in our Client Care Letter or accompanying quotation. If circumstances arise which require additional work, we will explain any additional charges and seek your agreement before undertaking that work. If the transaction does not proceed to completion, including where we are unable to agree revised charges, we will charge a proportionate amount of the original quoted legal fee, reflecting the work undertaken up to that point, together with any disbursements incurred on your behalf.

8.6 Travel expenses will be notified to you in advance of travel, and we will seek your agreement to cover these charges. VAT is payable on travel expenses.

8.7 We have to pay out various other expenses on behalf of clients ranging from fees for the disclosure of records, court fees, Land or Probate Registry fees experts' fees and so on. These charges are called disbursements. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT may be payable on certain disbursements

8.8 If, for any reason, your case does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

9. Other Parties Charges and Expenses

9.1 In some cases, and transactions, a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.

9.2 If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

9.3 You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

9.4 A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

10. Payment Arrangements

10.1 **Property Transactions.** We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion on a sale in the event the net proceeds will be sufficient to cover these costs. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds. If as a result of acting for both buyer and seller in a property transaction, we are subsequently unable to act for you as a result of a conflict of interest we will not charge you for the work we have carried out for you prior to the conflict arising and being identified but you would still be responsible for meeting the cost of any outlays/disbursements.

10.2 **Referral Fees.** In certain matters, we may pay a referral fee to a third-party service provider, such as a mortgage broker or estate agent, for referring clients to their services. These fees are only paid where relevant and are not applicable to all matters. If a referral fee is paid in relation to your matter, we will inform you and provide full details of the arrangement. You are under no obligation to use the referred service provider, and you are free to seek services from another provider of your choice. Please be assured that any referral arrangements will not affect the quality of the legal services we provide to you. If you have any questions or concerns about these arrangements, or if you would prefer to use a different provider, please do not hesitate to contact us.

10.3 **Administration of Estates**. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.

10.4 **Other Cases or Transactions.** It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of

the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.

10.5 Payment is due to us within 28 days of our sending you a bill. Interest will be charged on a daily basis at 4% above Lloyds Base Lending Rate from time to time from 28 days after delivery by us of the bill.

10.6 It is standard procedure at Chilcotts Law to request money on account of fees and expenses from all of our clients. Should we have to instruct Counsel (barrister) in connection with your case, Counsel's estimated fees must be paid to us (if requested) at least 7 days prior to the intended submission of the papers to Counsel. In reading these terms and conditions you accept that Chilcotts Law will not be obliged to account to you for any interest earned on monies to your credit in client account that exceed £30.

10.7 You should be aware that you have rights under Sections 70 and 72 of the Solicitors Act 1974 to apply to the Court to have our invoices assessed by an officer of the Court in a process known as assessment. Such application (should you wish to make it) should be made by you within one month (and not more than 12 months) of delivery of the invoice. Further information about this can be made available to you on request. 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 costs, whether or not the property is acquired in connection with the matter for which the costs 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 costs.

10.8 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 costs 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 costs or any other costs due to us.

10.9 **Payments made to us:** We do not accept payments to us in cash. Payments made by you by card or by bank transfer will be accepted without a fee. If you pay us by cheque, then a fee of £4.80 including VAT will be levied, due to handling and additional bank processing charges.

10.10 **Payments made to you:** Monies due to you from us will be paid by bank transfer or exceptionally by cheque, but not in cash, and will not be made payable to a third party.

11. Other Means of Funding

It is important at this stage that we give consideration to alternative means of funding your case and/or minimising your potential exposure for your opponent's costs. In particular we would like you to consider the following: -

(i) whether your liability for your own costs may be covered by a policy of insurance in our favour, e.g., legal expense insurance or professional indemnity insurance

(ii) whether your potential liability for your opponent's costs may be covered by an existing policy of insurance or, if not, whether you should consider taking our "after the event" insurance to cover such potential liability

(iii) whether your liability for your own costs and/or those of your opponent may be paid by another party, e.g. your employer or trade union.

If any of the above may be relevant to you, please call us as soon as possible in order that we can take matters further.

12. Interest Payments

12.1 In accordance with Rule 7 of the SRA Accounts Rules, we will hold your money in a client account and pay interest on any sums held for you, where applicable. The interest paid will be determined by the amount we receive from our bank on the balance held in our client account. The rate of interest we receive and are therefore able to pass on to you may be lower than other investment rates available, and also lower than the Bank of England base rate.

Interest will only be paid if the amount held in your account is sufficient and held for a reasonable period of time. Interest will be calculated 21 days after the time funds have become cleared for interest purposes. For cheques or bankers' drafts, there is a clearance period of five days after the cheque or bankers' draft has been deposited with our bank. For electronic payments received, clearance will be calculated from the date of receipt of the funds, and for debit/credit card payments, clearance will be calculated from the date of receipt of the funds, usually up to four days following authorisation from the card provider.

Interest may be calculated at any time, usually towards the conclusion of a matter, and will be added to the Client Account. In the event that the calculated total interest accruing to you for the duration of your matter is £100.00 or less, no interest will be paid, as we consider that the administrative costs of dealing with the funds would exceed the interest due. Any interest earned above this threshold will be credited to your account, unless otherwise agreed.

All interest paid under this policy is paid **gross**. It is your responsibility to notify HMRC of any interest received and to calculate and make payment of any tax due as a result. We will not notify HMRC or pay any tax due on your behalf.

This interest policy, including the de minimis limit of £100.00, will be reviewed periodically, particularly if changes are made to the Bank of England's Base Rate.

12.2 Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

13. Cost/Benefit

13.1 We will discuss and will continue to discuss the potential benefit to you in pursuing your case when set against the inevitable expense to you. We will

therefore from time to time seek confirmation from you that you wish to proceed with your case.

14. Limit of Liability

14.1 You agree and confirm that our liability to you for any loss to you caused as a result of our acting for you in relation to this or any other matter, shall not exceed £3 Million Pounds.

14.2 You acknowledge and agree not to make any claim personally against any employee or consultant of Chilcotts Law for any loss to you caused as a result of them acting for you in relation to this or any other matter. In particular, the fact that a Chilcotts Law employee or consultant signs in his or her own name any letter, email or other document in the course of carrying out any work will not mean that he or she is assuming any personal liability separate to that of Chilcotts Law. This does not affect Chilcotts Law's liability as a firm, and you accept that any claim brought in respect of a matter upon which we are instructed will be made against Chilcotts Law and not against any Chilcotts Law employee or consultant.

14.3 Nothing contained within these Terms of Business will limit any liability that we may have to you in respect of any loss caused by our fraud, dishonesty, or fraudulent misrepresentation or in any other situation where we are prohibited in law from excluding or limiting liability, including in respect of any death or personal injury resulting from our negligence.

14.4 We acknowledge no liability or responsibility of any kind toward any person(s) except you unless we expressly agree in writing with you and with any other person(s) that the latter shall be entitled to receive or rely upon our legal advice and, if so, on what terms they shall be able to receive or rely.

14.5 We cannot be responsible for, or guarantee the correctness, completeness or timely delivery of advice which may be received from other advisors, consultants or experts acting or advising in relation to your case. In the unlikely event, we were held to be responsible for the correctness, completeness, or timely delivery of advice from any such person, any resulting financial liability shall be treated as within the applicable liability cap set out in clause 14.1.

14.6 **Environmental and Climate Risk**

We do not provide advice on environmental or climate-related risks, including (but not limited to) flooding, subsidence, or coastal erosion. These matters fall outside the scope of our retainer. If you are concerned about such risks, we recommend that you obtain a specialist environmental report and/or seek advice from a suitably qualified expert.

14.7 **Client Acknowledgement**

By signing the Client Agreement contained within our Client Care Letter, you confirm, you confirm that you understand and accept that we are not advising on the environmental, scientific, physical or financial implications of climate change or environmental risks affecting a property, and that we accept no liability for any loss or damage arising from such risks.

14.8 **Environmental Searches and Reports**

As part of property transactions, we will obtain environmental searches (including an EnviroAssure environmental search) which provide information about environmental matters that may affect the property, including issues such as flooding, subsidence, contaminated land or other environmental or climate-related risks.

Our role is limited to obtaining these searches and reporting the results to you. We are not qualified to interpret the scientific, environmental or physical implications of the information contained within such reports.

If a search identifies potential environmental or climate-related risks affecting the property, you should consider obtaining advice from a suitably qualified surveyor, environmental consultant or other specialist before proceeding with the transaction.

Environmental searches rely on available data and modelling and may not identify all environmental or climate-related risks affecting the property.

15. Financial Services and Insurance Contracts

15.1 During the course of our dealings with you, or if we are acting on your behalf, we are likely to need to discuss your affairs with, or recommend that you consult, an authorised and regulated financial adviser. Should the need arise, we will, unless you instruct us to deal with a particular financial adviser, deal with Chilcotts Financial Planning.

15.2 Chilcotts Financial Planning is a joint venture between Chilcotts Law and Centurion Chartered Financial Planners which is authorised and regulated by the Financial Conduct Authority. The Directors of Chilcotts Law have a financial interest in Chilcotts Financial Planning. Chilcotts Financial Planning comprises a very well qualified and experienced team which we believe provide the full range of financial advice which we, or our clients, are likely to require.

16. Identity Disclosure and Prevention of Money Laundering and Terrorist Financing

16.1 We are legally obliged to establish appropriate procedures to prevent our company from being used to assist in criminal activity. These procedures require us to verify the identity of our clients, and you must provide us with this information if we so request. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any person whom you may represent.

16.2 If you are a new client, or an existing client who has not previously supplied us with proof of ID, you will be required to supply us with one item from list A and one item from list B. If we hold ID for you as a previous client and you have since moved address, we will require that you provide updated ID to show your current address. If you are sending these items by post, you will need to have them certified by another Solicitor or Notary Public and they may charge you for this service.

List A: Proof of identity
(i) Current Passport (signed)
(ii) Current UK Photocard and Driving Licence

List B: Address Verification

(i) A utility bill for supply of electricity, water, or a landline telephone bill. The bill must be less than 3 months old and must not be printed from an online source. Mobile phone bills are not acceptable.
(ii) Television Licence renewal notice
(iii) Council Tax bill, provided that it is less than 12 months old
(iv) Recent tax coding notice provided it is less than 3 months old
(v) Recent mortgage statement provided it is less than 3 months old
(vi) Credit card/ bank statement, providing that it is less than 3 months old and must not be printed from an online source.
(vii) Current UK photocard Driving Licence if not already used as proof of identity from List A.

16.3 We will charge a fee for verifying your identification (I.D.). Our preferred method is to use our electronic verification provider, Thirdfort. While we can still verify your I.D. in person, we will also perform a Thirdfort 'Lite' check to ensure you are not subject to sanctions or classified as a Politically Exposed Person (PEP). If we need to establish the source of funds (SOF) for your transaction, an additional charge will apply. These charges will be detailed on our Money Laundering ID sheet

16.4 If we are aware or have reasonable grounds to suspect that you, or another party to the matter, have committed a criminal offence, we may be required to report the offence to the National Crime Agency. In certain circumstances, this may require us to cease acting for you until we have been cleared by them to continue to act; and in certain circumstances, not to inform you or give any indication that we have reported the matter.

16.5 Under anti-money laundering and anti-terrorist financing legislation, we may need to raise enquiries as to the source of funds to be used to pay our bill. Please note that we no longer accept cash payments. If you try to deposit 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.

16.6 In addition, we do not accept funds from any source unless that source is one which has been identified to our satisfaction and from which we have agreed to accept funds. In the event that we are unable to accept funds from the source in question, you will remain responsible for the payment of our fees, expenses, disbursements and VAT and the discharge of any other liabilities which the funds were intended to meet.

17. Confidentiality

17.1 Solicitors are under a professional and legal obligation to keep the affairs of the client confidential.

17.2 Our confidentiality obligations are subject to certain exceptions, including where disclosure is required by law, regulation or an order of the court. An example is where solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. Under the legislation, we may not be able to tell you that a disclosure has been made or the reasons for it and we may have to stop working on your matter without telling you why. This is because the law prohibits "tipping off".

17.3 Our firm may be subject to accounting, audit or quality checks by external firms or organisations. Information from your file may therefore be made available

in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.

17.4 In addition, we may disclose your confidential information to third parties such as advisors, consultants or experts, including Counsel acting or advising in relation to your case. We will always aim to ensure that the persons to whom we may disclose your confidential information comply with our confidentiality requirements.

17.5 In the course of your matter, it may be a requirement for us to liaise with external third-party agencies and organisations such as the Local Authority or NHS. In such cases we will request you sign a Form of Authority permitting us to act in the matter.

18. Cybercrime: Bank Details

18.1 Email accounts can be hacked by criminals. If you receive any notification of changes purporting to come from us (particularly including bank details) please contact the person dealing with the matter directly by reliable and established means, such as by telephoning the number on our website (not the number on any suspicious email you may receive) Please note that our bank details will not change during the course of a transaction. Chilcotts Law will NOT notify changes to our bank account by email. If you receive any communications suggesting that the firm's bank account details have changed, you should contact the firm via the number on the firm's website or headed notepaper immediately to confirm the details before making payment. Please be aware that a phishing email purporting to be from Chilcotts Law may contain a fraudulent telephone number. We will not accept responsibility if you transfer money into the incorrect account.

18.2 Our bank account details will not change - please inform us immediately if you are asked to send money to an alternative account or if you are asked to make a payment directly to our bank account by email. We will not be liable for the transfer of any monies to a bogus account unless it occurred as a result of our negligence

19. Legal Privilege

19.1 Please note that any documents sent to us will only be privileged from disclosure to a third party if they are sent to us by you or those individuals on your behalf who are entitled to instruct us; and they relate to the giving or receiving of legal advice in connection with your rights and obligations. This is a complex area of law which we would be happy to discuss with you in more detail, should you require.

20. Data Protection

20.1 We will use your personal data primarily to provide legal services to you, but also for related purposes, as described in the attached Privacy Policy including:

- Conducting checks to identify you, verify your identity and screen for financial or other sanctions
- Gathering and providing information required by or relating to audits, enquiries, and investigations by regulatory bodies
- Complying with professional, legal, and regulatory obligations that apply to our business

- Ensuring business policies are adhered to, e.g., policies covering security and internet use
- Operational reasons, such as improving efficiency, training and quality control
- Ensuring the confidentiality of commercially sensitive information
- Statistical analysis to help us manage our practice e.g., in relation to our financial performance, client base, work type or other efficiency measures
- Updating client records
- Preventing unauthorised access and modifications to systems
- Preparing and filing statutory returns
- Ensuring safe working practices, and monitoring and managing staff absences and staff access to systems and facilities
- Staff administration and assessments, monitoring staff conduct, and disciplinary matters
- Marketing our services
- Credit reference checks via external credit reference agencies
- External audits and quality checks e.g., for the Law Society CQS accreditation

20.2 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (GDPR), other relevant UK legislation and our professional duty of confidentiality.

20.3 Chilcotts Law is a data controller for the purpose of the GDPR and other relevant data protection legislation. We have nominated David Wilde as the firm's representative for the purpose of the GDPR.

20.4 We take your privacy very seriously. Please read the attached Privacy Policy carefully as it contains important information on:

- what personal data we collect about you and how that data is collected
- how, why and on what grounds we use your personal data
- who we share your personal data with
- where your personal data is held and how long it will be kept
- whether your personal data may be transferred out of the European Economic area and, if so, the measures taken to protect that data
- your rights in relation to the personal data we hold or use
- the steps we take to secure your personal data
- how to make a complaint in relation to our use of your personal data
- how to contact us with any queries or concerns in relation to your personal data

20.5 We may use your personal data to send you updates (by email or post) about legal developments that might be of interest to you and/or information about our services, or new services or products. You have the right to opt out of receiving promotional communications at any time by:

- contacting us by email
- using the 'unsubscribe link in emails

21. Storage and Retrieval of Files

21.1 After completing work on your case, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for at least six years. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not

of course destroy any documents such as wills, deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

21.2 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in accordance with your affairs, we will be entitled, at our discretion, to make a retrieval charge of £30 plus VAT. We may also make a charge for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence, or other work necessary to comply with your instructions.

21.3 Should we accidentally lose or damage documents or papers we will pay for their replacement or repair, whichever is the lower cost, insofar as is possible. However, we will not be liable for any intrinsic or sentimental value.

21.4 We may disseminate documents arising from client matters to our staff on internal databases or intranets (which are confidential to the firm).

22. Outsourcing

22.1 We outsource certain functions to specialist companies, such as our IT systems and marketing. All outsource partners are fully vetted by us and have signed confidentiality agreements with us. If you do not want your file to be outsourced, please tell us as soon as possible.

22.2 For information on outsourcing in relation to your personal data, please see our Privacy Policy

23. External auditing and due diligence

23.1 External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit, or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked

23.2 Your files 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 do not wish your file to be used in this way, please let us know as soon as possible.

23.3 For information on external auditing and due diligence in relation to your personal data, see the attached Privacy Policy

24. Complaints

24.1 Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. If you have any problem with any aspect of the service, we have provided to you or about a bill, please let us know.

We will try to resolve any dissatisfaction quickly and we operate a complaint handling procedure to help us to resolve the problem between ourselves. A copy of this procedure is available upon request and will be sent to you by our Complaints Handling Director, upon notification of a complaint.

24.2 The Legal Ombudsman may be able to help you if we are unable to resolve your complaint ourselves. They will look at complaints independently and accessing the Ombudsman will not affect how we handle your case. Most 'consumer' clients (as opposed to large businesses) will be able to make use of the Ombudsman scheme however there are restrictions for some larger clients. Before accepting a complaint for investigation, the Legal Ombudsman will normally check that you have tried to resolve your complaint with us first. You must take your complaint to the Legal Ombudsman within six months of receiving a final response to your complaint from us. From 1 April 2023, the Legal Ombudsman also expects complaints to be made to them within 1 year of the date of the act or omission about which you are concerned (prior to 1 April 2023: 6 years) or within 1 year of you realising there was a concern (prior to 1 April 2023: 3 years). The requirement to refer your concerns to the Legal Ombudsman within six months of our final response to you remains the same.

The Legal Ombudsman can be contacted:

Visit: www.legalombudsman.org.uk
Call: 0300 555 0333 between 9am to 5pm.
Email: enquiries@legalombudsman.org.uk
Legal Ombudsman PO Box 6167, Slough, SL1 0EH

24.3 Alternative complaint bodies to the Legal Ombudsman exist which are competent to deal with complaints about legal services. Should both you and our firm wish to use such a scheme, we agree to use the services of ProMediate (UK) Limited (Tel: 01928 732 455 www.promediate.co.uk) in those circumstances.

24.4 If we are unable to resolve your complaint, and it relates to a contract we entered into online or by any other electronic means, you may also be able to submit your complaint to a certified alternative dispute resolution (ADR) provider in the UK.

24.5 As well as your right to complain about any of our bills under our complaint's procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.

24.6 Our aim is to have a long-term involvement with our clients and for our clients to be happy to recommend our services to others. Should you have any suggestions in relation to your engagement of the firm as to how we can improve or enhance our service we would be very pleased to hear from you.

25. Equality and Diversity

25.1 We are committed to promoting equality and diversity in all our dealings with clients, third parties, employees and consultants. The firm is a signatory to The Law Society's Diversity and Inclusion Charter. Please contact us if you would like a copy of our equality and diversity policy.

25.2 As a firm we wish to support and promote equality and diversity. If it would assist you for our services to be delivered in a different way, please do not hesitate to let us know and we will investigate how we can assist. A copy of our Equality and Diversity policy, which includes information on reasonable adjustments, is available upon request.

26. Artificial Intelligence (AI)

26.1 We may use secure, regulated artificial intelligence (AI) tools to support the delivery of legal services. These tools are used to enhance efficiency and accuracy, but all legal advice and decisions remain under the supervision of qualified solicitors.

27. Termination

27.1 You may terminate your instructions to in writing at any time, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

27.2 We can only decide to stop acting for you with good reason for example, if you do not pay an interim bill or comply with a request for payment on account; there is a conflict of interest or our continuing to act would be impractical, unethical or contravene legal or regulatory requirements. If we decide to stop acting for you, we will tell you the reason and give you notice in writing.

28. Force Majeure

28.1 We will not be in breach of these Terms of Business nor liable for delay in performing, or failure to perform, any of our obligations under these terms, if such delay or failure results from events, circumstances or causes beyond our reasonable control. In such circumstances we are entitled to a reasonable extension of the time for performing our obligations. If the period of delay or non-performance continues for more than three (3) months, you may terminate this agreement by giving 14 days' written notice.

29. Your Right to Cancel

29.1 If we have not met with you in person, The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 apply to this matter. This means that you have the right to cancel your instructions to us within 14 days without giving any reason. The cancellation period will expire 14 days after the date of our initial communication to you. To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. letter send by post, fax or mail / using the contact details on our letter. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you have requested us to begin work on your matter during the cancellation period, we reserve the right to ask you to pay us an amount in proportion to the work undertaken on your behalf until you communicate to us your cancellation in comparison with the full coverage of the retainer.

30. Bank Failure

30.1 We hold all client money in Lloyds Bank plc, which is regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

30.2 The FSCS is the UK's statutory fund of last resort for customers of authorised financial institutions. If a deposit-taking institution fails, the FSCS can pay compensation of up to £120,000 per eligible person, per authorised firm (increased from £85,000 as of 1 December 2025). If you hold other personal

money in the same banking institution as our client account, the limit applies to the total balance across both accounts.

30.3 In certain circumstances (such as property sales, inheritance, or divorce settlements), FSCS provides protection for temporary high balances of up to £1.4 million for six months.

30.4 In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose the necessary client details to the FSCS.

31. Professional Indemnity Insurance

31.1 As required under the SRA Professional Indemnity Rules, Chilcotts Law Ltd is indemnified through a policy with and approved professional indemnity insurer that meets the SRA indemnity insurance requirements from time to time.

The value of our standard cover is £3,000,000 and has a territorial coverage of England and Wales. Our certificate of insurance is available for inspection at our office. Top up insurance is obtained where necessary.

32. Regulated Services

32.1 Chilcotts Law Limited is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN (the SRA). This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website www.sra.org.uk or by calling 0870 606 2555.

If, having read these Terms of Business, you have any queries please do not hesitate to contact us on 01822 612535 or email info@chilcottslaw.com

Chilcotts Law Limited Directors: David Michael Wilde & Donna Marie Taylor

Authorised and Regulated by the Solicitors Regulation Authority, Number: 532921

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