

Warings Solicitors Ltd t/a Fylde Law

Client Terms of Business

If you require this document in larger print, or you would like it to be provided in some other format, please ask your contact at the firm. Please also contact us if you are unsure as to the meaning of any of the provisions set out.

1. Introduction

Warings Solicitors Ltd t/a Fylde Law is a firm of solicitors authorised and regulated by the Solicitors Regulation Authority under registration number 551583. The Standards and Regulations that apply to us can be found at: www.sra.org.uk/solicitors/standards-regulations/.

The purpose of this document is to confirm the arrangements between us. Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.

In these Terms of Business the expressions “we”, “us” and “our” refers to Warings Solicitors Ltd t/a Fylde Law and the expressions “you” and “your” refer to you as our client(s).

These Client Terms of Business, together with our Letter of Engagement and any variation, deletion or addition to these terms, contain all of the terms agreed with you in relation to our engagement.

2. Our Aim

We aim to offer our clients quality legal advice with a personal service at a fair cost. We hope it is helpful to you that we have set out in this statement the basis on which we propose to provide our professional services.

3. Our Business Hours

Our normal hours of business are from 9am – 5.30pm Monday to Thursday and 9am-5pm on Fridays. We may be able to arrange appointments outside of these hours, in cases of emergency.

We are closed on all bank holidays and sometimes the day after each bank holiday.

4. Our Responsibilities

As the work we do on your behalf (your ‘matter’) progresses we will:

- act in your best interests and keep your

information confidential at all times;

- communicate with you in plain language;
- advise you on the likely timescale of the matter, where it is possible to do so, and keep you informed of any changes to it;
- do our best to reply quickly to correspondence;
- keep you informed of progress and the work that we are doing on your behalf, including any changes to the law that might have a bearing on your instructions;
- tell you about any delays and explain the reasons;
- explain the effect of any important documents;
- tell you about staff changes that might affect you;
- advise you of any circumstances and risks of which we are aware, or consider to be reasonably foreseeable, that could affect the outcome of your matter;
- update you on the costs position and tell you if our original or subsequent costs estimate needs to be reviewed.

We are committed to providing our services in a way that is fair and accessible to all clients. Where we identify, or you inform us, that you may be in a vulnerable situation, we will take reasonable steps to adjust how we communicate and deliver our services to meet your needs.

5. Your Responsibilities

You can help us by:

- giving us clear, timely and accurate instructions;

- providing all documentation and information that we reasonably request in a timely manner;
- safeguarding any documents that will be important in this matter;
- letting us know if you are unsure as to any aspect of your matter;
- telling us about any important time limits that you are under, or if you are going to be away for any length of time;
- responding promptly to any questions that arise.

Where we act for two or more clients jointly it is on the understanding that we are authorised to act on instructions from either, both or any of them and each irrevocably consents to information provided by them being shared with the other client(s) instructing us on the matter unless otherwise instructed.

6. Service levels and frequency and methods of communication

We will aim to communicate with you by such method as you may request. However, in the absence of any specific request we will normally update you by telephone or in writing (either in an email, a letter or a fax) with progress on your matter. Please note, however, that we cannot be responsible for the security of correspondence and documents sent by email or fax. You accept that the internet is not a secure medium, and that electronic transmission of email may become lost, delayed, intercepted, corrupted, delivered incomplete or fail to be delivered.

We shall use reasonable endeavours to ensure that our emails are free from viruses and other obstructions and shall expect you to do the same. However, you should note that email cannot be guaranteed to be secure, error-free or confidential and that we shall have no responsibility or liability for any error, omission, claim or loss arising from or in connection with any communication to you via email, in the absence of any bad faith or wilful default on our part.

We will explain to you about the legal work required as your matter progresses. We will update you on the likely timescales for each stage of this matter and any important changes in those

estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

We will update you on the cost of your matter at the intervals set out in our letter confirming your instructions. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

7. Limitation of liability

Our maximum aggregate liability to you in this matter will be £3 million or insert as appropriate including interest and costs unless we expressly state a different figure in our letter confirming your instructions. If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit or opportunity.

We can only limit our liability to the extent the law allows. In particular, we cannot and do not limit our liability for death or personal injury caused by negligence.

We shall have no liability to you if we are prevented from, or delayed in, performing our obligations or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control.

Warings Solicitors Ltd t/a Fylde Law (rather than its directors, employees and consultants as individuals) will provide advice and services to you. You agree that you will not bring any claim in person against any proprietor, partner, employee or consultant of Warings Solicitors Ltd t/a Fylde Law in connection with any advice or services provided or for the acts or omissions taken or not taken by them.

Subject to the provisions set out below we shall have no liability to any parties except you and any third parties to whom our advice is expressly addressed.

In the event that we are jointly, or jointly and severally, liable to you with any other party we will only be liable to pay you such proportion of your losses which is found to be fair, and which is reasonably due to our default. We shall not be liable for any portion of that loss which can be fairly and reasonably attributed to the default of another party.

In the event that you agree any limitation or exclusion of liability with another adviser or other third party in connection with any matter in connection with which we are acting for you, then this could affect our liability and could operate to limit the amount which we could recover from that other person or restrict the amount of damages that you might recover from them directly.

Subject as set out below, you agree that we shall not be liable to you for any increased amount thereby payable by us, or for an 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 which you have agreed with that adviser or third party.

Subject to the provisions below, should there be another adviser or person with a liability or potentially liability to you in respect of the same loss that you are seeking to claim against us then, at our request, you will join that adviser or 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.

Subject to the provisions below we shall not be liable for any loss arising from, or connected with, our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering legislation.

Nothing in these Terms excludes or restricts liability for:

- Death or personal injury caused by breach of duty;

- Losses caused by the fraud, dishonesty, wilful default or reckless disregard of professional obligations committed by any partner or 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;
- Losses caused when acting for you in a 'contentious business agreement' within the meaning of section 87 of the Solicitors Act 1974.

You also agree to indemnify us and hold us harmless against all losses, damages or costs howsoever caused which we may suffer in acting for you in this matter (including, without limitation, our compliance with our statutory obligations), subject to the limitation in liability set out in the preceding paragraphs.

In the event that we provide you with an initial consultation before being formally instructed on a given matter, or in the event that we provide you with draft or provisional advice, materials, or documents (the final versions of which may be substantially different from those provided to you before full instructions are received) then no reliance may be placed upon such draft advice given before being formally instructed nor upon any draft materials or documents.

Please ask if you would like us to explain any of the terms above.

8. Termination of retainer

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We are not permitted to stop acting for you unless we have a good reason for doing so. This could include, but is not limited to, where you:

- do not pay an interim bill or pay money on account, where you refuse to disclose material information,
- if you are awkward, obstructive or if you display inappropriate behaviour to our staff,

- if you seek to give instructions that are discriminatory and you are not willing to withdraw those instructions,
- if you consistently fail to provide us with timely instructions,
- if you require us to act unprofessionally or illegally,
- if there is a conflict between your interests and those of another client or the firm or its members and staff,
- if you are or become listed as a target of sanctions controls according to HM Treasury, or
- if you are violent or aggressive

We are required to give you reasonable notice that we will stop acting for you, which we will always seek to do and confirm this to you in writing.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses or by a proportion of the agreed fee.

9. Professional indemnity insurance

We maintain professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices at the address shown at the end of these terms of business.

To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. You consent to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

10. Our Charges

You are liable to pay legal costs as set out in our letter confirming your instructions. We will also usually discuss this at our initial meeting with you.

Our charges are based on set hourly rates in the letter accompanying these terms, including secretarial time, or a fixed fee. VAT is payable in addition at the applicable rate (currently 20%). Any changes in our charging rates will be notified to you in advance. Our VAT number is 103201688

We may also charge a premium, where it is reasonable to do so, to take account of the nature, complexity, value and urgency of the services and other criteria specified in those guidelines. In addition, we will charge you for any expenses we incur on your behalf ('disbursements') such as travel, counsels' fees and agents' charges.

Bills should be paid within 28 days. We may charge interest on overdue bills at 8%

We may cease acting for you if an interim bill remains unpaid after 28 days or if our reasonable request of a payment on account of costs is not met.

You have the right to challenge or complain about our bill. Please see the 'Complaints' section for details of how to do so..

You may also have the right under certain circumstances to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before twelve months from delivery of the bill, the court's permission is required for the bill to be assessed.

Unless there are special circumstances, the court will not usually order a bill to be assessed after:

- 12 months from delivery of the bill;
- a judgment has been obtained for the recovery of the costs covered by the bill; or
- the bill has been paid, even if this is within 12 months.

We reserve the right to retain documents, funds or other property belonging to you until all fees, disbursements and other sums due to us have been paid in full. This right may apply across all

matters on which we act for you. This is sometimes referred to as a solicitors' lien.

11. Quotations and Estimates

When we provide figures to you from time to time, whether verbally or in writing, as to the likely cost of a piece of work, this is to be taken to be an estimate only and will not constitute a contract that we will carry out that work for that figure unless it has been expressly stated to the contrary.

Where we provide a written quotation for work, and it is expressed to be a quotation, this is to be taken as an offer to undertake that work at that cost and does not become a contract until the quotation, or a specific part of it, has been accepted by you. Expenses and VAT are not included in quotations unless expressly stated to the contrary.

In the event that the work which we undertake falls outside of the scope a quotation which has been provided and accepted (or in relation to an estimate subsequently incorporated into a contract or which subsequently becomes a quotation) we reserve the right to charge fees for that work at our usual fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:

- circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or
- your, or your agents', act or omission.

12. Banking, Interest and Money on Account

We hold all client money either in a general client account or in designated Client Accounts (each a "Client Account") with banks regulated by the Financial Conduct Authority ("FCA") where it may earn interest.

Our policy on the payment of interest in relation to money that we hold on your behalf is to

account to you for all sums earned if the total exceeds £50.00. Below this sum we will retain any such sums earned without accounting to you for them. We believe that this policy is fair and reasonable, and we will account to you for interest in accordance with the above policy.

If we pay sums in lieu of interest on a clients' account without deduction of tax, you will be responsible for declaring and paying any tax due.

If at any time you feel that these arrangements for interest are not appropriate in your particular case, or have worked unfairly in the circumstances or were not properly understood by you, please let us know and we will be happy to consider revised arrangements for the future and retrospectively.

We may use your money held on account of costs to pay expenses incurred on your behalf even though not yet invoiced to you. We will not be liable to pay any disbursement on your behalf unless you have put us in funds to do so when this has been requested.

We may transfer some of the money on account that we hold for you to repay ourselves for any expenses that we have since made on your behalf from our own business account. This might involve payments for expenses such as stamp duty land tax or court fees, for example. In these circumstances we will not issue you with an interim invoice at the time, but we will account fully to you for all of the costs and expenses arising in your matter at the end of the matter at the latest.

13. Invoicing and payment

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. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.

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.

In other matters, we will submit invoices to you on a monthly basis or at the end of a distinct section of the instructions, whichever is the sooner. Unless indicated expressly to the contrary, invoices will take the form of a final account for all work done during the relevant period. All invoices are payable on delivery and on demand and we request payment in full within 28 days.

14. Receiving and paying funds

Our policy is more than £500.00 in cash per matter. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

Please be aware that we do not notify changes to important business information, such as bank account details, by email. If you should receive such a notification then please contact us immediately as it may be an attempt to commit a fraud on you or on us. If you wish to notify us that your bank account details have changed then you must do so in person and not by email. If we receive a notification by email then we will postpone making any payments until such time as we have been able to verify your correct bank account details.

15. Costs

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 it is unlikely that the other person will 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 it is unlikely that any costs will be recovered.

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. 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.

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 sometimes 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.

16. Papers and Deeds

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep our file of your papers for at least six years, and sometimes longer, except those papers that you ask to be returned to you. The length of time during which papers will be retained depends upon the nature of the matter to which they relate.

We keep files on the understanding that we can destroy them after the appropriate number of years from the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval¹. However, we may charge you for:

- time spent producing stored papers that are requested;
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers; and
- providing additional copies of any documents held by us.

17. Fraud, Cybercrime and Electronic Communications

Cybercrime and fraud are becoming increasingly large problems for all businesses, law firms in particular, and it is not uncommon for a firm's details to be used by criminals, without their knowledge or permission, in attempts to carry out scams and frauds on members of the public.

The nature of our business is such that we need to communicate electronically with our clients and other parties using email and by transmitting data over the Internet. We also store electronic data either on our own IT equipment such as on servers, desktop computers and laptops or on computer software applications hosted remotely on the Internet. It may, also be necessary from time to time for us to access data through third-party portals.

In doing so, we are always conscious of the potential for any communication to be intercepted or for fraudsters to hold themselves out as clients or other solicitors, and we take all reasonable steps to keep ensure that such communications and data access is secure and that we act at all times in accordance with our obligations under applicable laws and professional standards.

When we communicate with you we will normally do so by email, unless you request that we do not by means of contacting the person conducting your matter. Documents and other information sent to you by e-mail (whether or not containing confidential information) will not be encrypted unless you request in writing that we encrypt outgoing e-mail. This will be subject to us agreeing with you, and implementing, mutually acceptable encryption standards and protocols. If you provide us with an email address or communicate with us by email we will assume that you are willing for us to communicate with you by email and that you accept the risks that this may pose.

It is your responsibility to protect your system from viruses and any other harmful code or device. We try to eliminate them from the e-mails and attachments that we send but we accept no liability for any which remain. We may monitor or access any e-mails sent to us.

Please note that we have no control over the unauthorised interception or breach of the

security of our communications or data once it has been sent or has been subject to unauthorised access, notwithstanding all reasonable security measures employed by us or our third-party vendors.

If we communicate electronically with or for you, you acknowledge and agree as follows:

- There are some delivery risks in using electronic mail and you accept the risk of interception by third parties or of non-receipt or delayed receipt of the message;
- Computer viruses, malware and similar damaging software can be transmitted through e-mails. Whilst we use virus and malware scanning software to reduce these risks, and would ask that you do the same, it is not always possible to eliminate all such risks completely.
- Claims, losses, expenses and liabilities caused by any of the risks referred to above and arising directly or indirectly out of that communication are outside of our ability to prevent.

We specifically disclaim any liability or responsibility whatsoever for the interception or unintentional disclosure of electronic information, and you agree we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions.

18. Prevention of money laundering and terrorist financing

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the law, we need to get evidence of your identity as soon as possible. Our practice is to ask to see your original passport or photo driving licence and a recent utility bill or bank statement or to ask you to submit certified copies from another firm of solicitors. Please note that any such searches and copy documents will be

securely maintained on the file for your matter in pursuance of our data protection policy. The uses that will be made of this data will be to provide confirmation of the identity of the person(s) providing it only.

The law requires us to maintain such data for the period of five years from the end of the matter we are handling for you or from the date at which you cease to be a client of this firm. However, you agree to our retaining the forms and any other data for our usual file retention period as set out at clause 16 above that is relevant to matters of that nature from the date of the file being archived, or longer than this if necessary, as when litigation has arisen or may be pending, and the checks have or may become relevant in any such proceedings.

We may also obtain an electronic database search. The fee for these searches is £6.00 plus VAT per name and will appear on your bill under expenses. As a result of the increased legal responsibilities to conduct checks on our clients and other parties as well we may well need to do both forms of identity checking. This figure includes an allowance for our administration in conducting such searches.

We are professionally and legally obliged to keep your affairs confidential. However, 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. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

Subject to the section 'Limitation of liability' above, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

19. Financial services advice

We are not authorised under the Financial Services and Markets Act 2000, nor are we regulated by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are regulated by the Solicitors Regulation Authority, which is a designated professional body under Part 20 of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman provides an independent complaints review process for most clients of solicitors' firms. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of these bodies.

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 may 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 at www.fca.gov.uk/register.

If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman whose address details appear under 'Complaints' below. Please also note that we act as an ancillary insurance mediator only in this regard and not as an insurance provider.

20. Data protection and Privacy Notice

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

- addressing correspondence and related documents to other parties and opponents;
- corresponding with other agencies such as the courts or Government agencies where

relevant to the work we are doing for you;

- maintaining the financial and other personal information we are required to keep on clients under the professional rules we are subject to and by law including our obligations to HMRC;
- compliance with legal and regulatory obligations and good practice, e.g. identifying clients and verifying their identity;
- gathering information as part of investigations by regulatory bodies;
- ensuring business policies are adhered to (such as policies covering IT security and Internet use);
- operational reasons, such as recording transactions, training and quality control;
- ensuring the confidentiality of commercially sensitive information;
- statistical analysis;
- preventing unauthorised access and modifications to systems;
- updating and enhancing client records;
- analysis to help us manage our practice;
- statutory returns;
- ensuring safe working practices, monitoring and managing staff access to systems and facilities and staff absences;
- staff administration and assessments, monitoring staff conduct, disciplinary matters;
- credit reference checks via external credit reference agencies.

Our use of that information is subject to your instructions, the UK General Data Protection Regulation the Data Protection Act 2018 ("DPA"), and our professional duty of confidentiality.

Please note that our work for you may require us to give information to third parties such as expert witnesses, other professional advisers, our regulators and our bank if they wish to ascertain the source of monies held in our client account. Please also see the section dealing with external audits in relation to the external checks that we

are subject to in relation to our quality of work as a firm.

The legal bases which are relevant to the work we undertake for you are mostly in order that we can satisfactorily perform the contract we have with you and also so that we can protect the interests of our professional indemnity insurers through maintaining suitable records. We are required by law to retain certain data including identity and address details in order that we can comply with the Government's anti-money laundering controls (see the section entitled "Prevention of Money Laundering and Terrorist Financing"). We would need your consent to send you future marketing information, on which see the wording at the end of this document.

We may therefore rely upon consent where you have agreed to us sending you that information which is not directly related to the matter upon which we are currently acting. We may also rely upon legitimate interest where we believe that there is a legitimate interest in our using your personal data but in such circumstances we will previously have carried out a legitimate interest assessment to ensure that your data privacy rights are fully protected.

We do not envisage sending any of your personal data outside the UK or the EU.

However, please note that if your email is hosted in a jurisdiction outside of the UK then this may nevertheless occur and in such circumstances this will be outside of our control.

You have a number of rights as a data subject including the rights to:

- be informed of the data we hold about you;
- have any incorrect or out of date data rectified;
- cease to receive certain forms of communication or to restrict processing;
- take your data elsewhere ("portability");
- object to our use of data.

Unlike certain other business concerns, we do not as a law firm involve ourselves in automated decision making and profiling.

You also have a right of access under data protection legislation to the personal data that we hold about you. If you would like to make a request to know about the personal data we hold about you then please let us know, preferably in writing, stating "data subject access request". We will also respond to any form of data subject request in any medium. Please note, however, that we will undertake a review of the validity of that request before disclosing whether we hold such data and the nature of that data in order to protect your right to confidentiality.

If you are unhappy about the way we are managing your data you have a right to object to the Information Commissioner at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF (tel: 0303 123 1113). Please also see your rights to complain to the Legal Ombudsman (see the section entitled "Complaints").

21. Confidentiality and Conflict of Interests

The information and documentation you provide to us is confidential and subject to legal professional privilege unless:

- stated otherwise in this document or our letter confirming your instructions, e.g. in relation to prevention of money laundering and terrorist financing; or
- we advise you otherwise during the course of your matter.

We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

It is our practice to check for conflicts of interest at the outset of each matter. However an actual or potential conflict between your interests and the interests of another party or the interests of this firm may arise during the course of a matter. Should this situation arise, we will discuss this with you and determine the appropriate course of action. If it becomes necessary to do so, we will

help you to find new legal advisers and provide an effective transfer of your files. You agree to pay our reasonable fees and expenses to the date of any such transfer.

We may need to cease acting for you where it protects your interests to do so or where continuing to act may create a conflict of interest or cause us to be in breach of any of our obligations to third parties. Subject to compliance with our regulatory obligations, we are not prevented or restricted by reason of our relationship with you from advising other clients, including clients whose interests might now or in the future be contrary to your own or who are your competitors.

22. Criminal Finances Act 2017

We are committed to ensuring compliance with the requirements of the Criminal Finances Act 2017 within the firm and in relation to all of our business in so far as this relates to tax evasion.

We will not tolerate tax evasion, or its facilitation, whether committed by or facilitated by a client, personnel or associated persons/companies. In particular we will not provide you with any advice that could be construed as amounting to an encouragement to commit tax evasion. In the event that you require us to do so, or in the event that you indicate to us that you intend to ignore our advice and to conduct yourself unlawfully in relation to the payment of tax notwithstanding our advice to the contrary, then we may be forced either to decline to act for you or to terminate your retainer with us.

23. HMRC Registration as Tax Adviser

From May 2026, the law requires firms that interact with HMRC on behalf of clients in connection with tax matters to be registered as a "tax adviser". This applies to a range of services we provide, including conveyancing, probate and estate administration, Capital Gains Tax matters and other areas where we deal with HMRC on your behalf. We are registered accordingly. Further details are available on request.

Our registration is a regulatory requirement and does not alter or extend the scope of the services we provide to you, which are limited to those set out in our Letter of Engagement. Unless expressly

agreed in writing, we do not provide tax planning advice or advice on reliefs or mitigation. Where appropriate, we may recommend that you seek independent specialist tax advice.

We are required to meet ongoing regulatory standards to maintain our registration. If our registration is suspended or withdrawn, we will notify you promptly and take reasonable steps to assist you in making alternative arrangements. We will not be liable for any resulting loss unless caused by our negligence or default.

24. Stamp Duty Land Tax (SDLT)

As part of our conveyancing service, we will prepare and submit the SDLT return to HMRC on your behalf, as your agent, based on the information and instructions you provide. You remain responsible for the accuracy of that information and as the taxpayer for SDLT purposes.

The preparation and submission of the SDLT return is an administrative step within the conveyancing process and does not constitute tax advice. Our retainer does not include advice on SDLT planning, mitigation, or the availability of reliefs beyond those clearly applicable from the information provided, nor on any wider tax implications, unless separately agreed in writing.

If your transaction involves complex SDLT issues or you wish to explore reliefs or exemptions, you should seek independent specialist tax advice.

We are required to be registered with HMRC as a "tax adviser" to submit SDLT returns. This is a regulatory requirement only and does not extend the scope of our services.

25. External auditing and due diligence

External firms or organisations may conduct audits or quality checks on our practice including in relation to the Lexcel quality standard of the Law Society of England and Wales. These external firms or organisations are required to maintain confidentiality in relation to your files. The Solicitors Regulation Authority might also wish to inspect our files if they are undertaking a monitoring or other form of investigation on us.

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 new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

Please advise the person responsible for your matter if you would prefer for your papers to be withheld from inspection for these purposes to the extent that we are able to do so. Work on your matter will not be affected in any way if you would prefer to withhold consent.

26. Outsourcing

Sometimes we ask other companies or people to carry out work on our behalf including typing and photocopying on our files to ensure this is dealt with promptly and in the most cost-effective manner. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

27. Artificial Intelligence

Use of AI Tools

We may, where appropriate, use artificial intelligence (AI) tools or software to assist in the delivery of legal services, for example to support legal research, document review, drafting or administrative tasks. Any such use is supervised and subject to professional judgment by qualified legal staff to ensure that our services continue to meet applicable regulatory and professional standards.

No Reliance on AI Outputs Alone

While AI tools can improve efficiency and accuracy in certain tasks, they do not replace human judgment. We do not rely solely on the output of AI systems when providing legal advice or services to you.

Confidentiality and Data Handling

Where AI tools are used, we take reasonable steps to ensure that your data is handled securely and in accordance with our confidentiality obligations and applicable data protection laws. We will not use AI tools that require disclosure of client information to third parties without your prior consent, unless required or permitted by law.

28. Complaints

We are committed to providing high-quality legal advice and client care. If you are unhappy about

any aspect of the service you receive or about the bill, then please initially raise any queries or concerns about our work for you with the lawyer responsible for the day-to-day handling of your work, or their supervising partner if applicable. Either of these will do their best to resolve any problems quickly and to your satisfaction.

If they are unable to do so, however, or if you would prefer to speak to someone else about it, then please contact us on 01253 293106 or kevin@fyldelaw.co.uk or cath@fyldelaw.co.uk or by post to Kevin Looby/Cath Johnson, Fylde Law, 325 Clifton Drive South, Lytham St Annes, FY8 1HN We have a written procedure that sets out how we handle complaints which is available on request. We are required to deal with your complaint within eight weeks.

Clients may submit complaints in any reasonable written format, including with the assistance of technology. To support fair, efficient and proportionate handling, clients are encouraged to set out their concerns clearly, concisely and by reference to the specific issues they wish the firm to address.

Where a complaint is excessively long, repetitive or unfocused, including where generated using automated or AI tools, the firm may summarise the complaint into identifiable issues and respond to those issues rather than addressing every individual point.

If a complaint is unclear or overly broad, the firm may request clarification or ask the client to prioritise the key concerns before completing its review. This approach does not affect the client's right to raise or escalate a complaint in accordance with this policy.

In the event that you are not satisfied with the firm's response then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers. There are, however, restrictions to this service for organisations, as set out on their website (see below). Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

In addition, you should be aware that the Legal Ombudsman will not accept your complaint if:

- more than one year has elapsed from the date of the act or omission giving rise to the complaint; or
- more than one year has elapsed from the time when you should have known about the complaint.

The Legal Ombudsman's contact details are:

- Telephone: 0300 555 0333
- Minicom: 0300 555 1777
- E-mail: enquiries@legalombudsman.org.uk
- Website: www.legalombudsman.org.uk
- Address: Legal Ombudsman, PO Box 6167, Slough SL1 0EH

You may also be able to object to our bill by applying to the Court for an assessment under Part III of the Solicitors Act 1974. If you exercise this right, you would be prevented from making a complaint to the Legal Ombudsman. In addition, if you apply to the Court for an assessment and if all or part of the bill remains unpaid at the end of that assessment, we are entitled to charge interest. There are strict time limits that apply to this process and you may wish to seek independent legal advice.

The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. Visit their website at www.sra.org.uk to see how you can raise your concerns with them.

Data Protection Complaints

We are committed to complying with our obligations under data protection legislation, including the Data Protection Act 2018, UK GDPR and the Data (Use and Access) Act 2025 ("DUAA"). If you have any concerns about how we have handled your personal data, you have the right to make a complaint to us.

Complaints should be submitted in writing and will be handled in accordance with our Data Protection Complaints Policy (as required under

the DUAA), a copy of which is available on request. We will acknowledge, investigate and respond to your complaint within a reasonable timeframe.

If you are not satisfied with our response, you have the right to lodge a complaint with the Information Commissioner's Office.

29. Selling or Letting Property

The Consumer Protection from Unfair Trading Regulations 2008, as amended, (CPR) places a duty on sellers and landlords who are traders, and upon the solicitors and estate agents of sellers and landlords who are not traders, to disclose any information of which they are aware and which is regarded as material, to any consumers buying or renting that property from them. There is a criminal penalty for those who do not abide by the CPRs that can range from fines to imprisonment of up to two years.

Neither we as your legal representative, nor you as the seller or landlord, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property being sold or let. Information is deemed to be 'material' if withholding it would cause the average consumer to make a decision in relation to the property that he or she would not otherwise have made.

It is essential, therefore, that you disclose to us any known defects and other material adverse matters about the property being sold or let since not doing so could mean that the buyer or tenant would have a claim against you against you or leave you liable to penalties.

You need to make us aware as early in a transaction as possible where such matters exist. It is vital that neither you, as seller or landlord, or this firm as your legal representative, mislead a buyer or tenant. Please also be aware that if we as your legal representative become aware that any such material information exists, and you do not give us consent to disclose that information to the buyer or tenant, then we may need to stop acting for you, in which case the fees and expenses that will have arisen by that time will be payable to us notwithstanding that we will be unable to act for you further in that matter. The CPR places upon us a duty to act fairly

not only to you as our client but also towards third parties, especially if they are unrepresented."

30. Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. A copy of our equality and diversity policy is available upon request.

We comply with our obligations under the Equality Act 2010 and are committed to ensuring our services are accessible to all clients. Where appropriate, we will make reasonable adjustments to accommodate your needs, including adjustments to communication methods or the provision of information in an accessible format.

31. Copyright

We retain the copyright in documents prepared by us, but where documents have been prepared for your use then, subject to payment of our charges in that respect, we grant you an irrevocable royalty free licence to use those documents for the purpose for which they were prepared.

32. The Consumer Contracts Regulations 2013

Under these regulations, for some matters, you may have the right to withdraw your instructions if our contract to provide you with legal services was concluded prior to meeting you, or made "off premises".

This right to cancel without charge will subsist for 14 days after the contract was concluded. Notice of cancellation should be sent by email or fax to the person named in our engagement letter as being the person responsible for the matter.

33. Third Party Rights

Unless expressly stated, the Contract (Rights of Third Parties) Act 1999 shall not apply to the retainer. No person who is not a party to the retainer shall have the right to enforce any term of it.

34. Novation

We may transfer all rights and obligations under any contract with you to any successor to the firm in the context of its business in the event that such a successor, whether it be a partnership, limited liability partnership, or body corporate takes on the business of this firm. By continuing to instruct us having been notified of these Terms of Business

you agree to the future novation of any contract you have with us in favour of the successor entity.

35. Applicable law

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

36. Future instructions

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

37. Acceptance

These terms of business will be deemed to have been accepted by you upon our subsequent receipt from you or your agent of any instructions, verbal or written, in any matter. Unless otherwise agreed, these terms apply to any future instructions you give to us. In the event of our retainer being from more than one individual or company, the liability for our costs will be joint and several. So that we can be sure that you agree to these terms of business please sign one copy of this document below and return it to us

Your signature(s):

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Date: