Terms of Business

JEFFERIES
solicitors

jefferieslaw.co.uk

VERSION 10.26 | ©JEFFERIES ESSEX LLP

TERMS AND CONDITIONS OF BUSINESS

Introduction

1.1 Jefferies Essex LLP ('Jefferies') is a limited liability partnership registered in England and Wales (OC317098). Jefferies is authorised and regulated by the Solicitors Regulation Authority ('SRA') (Registration Number: 440544). Our VAT registration number is 250402118.

1.2 These Terms and Conditions of Business ('Terms') together with your Client Care Letter set out the basis on which Jefferies Essex LLP ('the Firm') provides legal services to its clients. By instructing the Firm, you agree to be bound by these Terms.

1.3 In these terms, references to 'you' and 'your' are to you (our client to whom the accompanying Client Care Letter is addressed) and references to 'we', 'us' and 'our' are to Jefferies.

1.4 Your continuing instructions will amount to acceptance of the Terms.

1.5 The Terms of Business are subject to change from time to time. These Terms of Business were most recently updated on 12th October 2026.

Governing Law and Jurisdiction

2. These Terms of Business and any dispute between us and you shall be governed by, and interpreted in accordance with, the laws of England and Wales and the courts of England and Wales will have exclusive jurisdiction.

Our Responsibility for Work

3.1 The fee earner responsible for your matter will be named in the Client Care Letter. Where there is a change in the person acting we will inform you promptly of who will be taking responsibility.

3.2 We will provide you with an estimate of the likely costs of your matter. There are many variables that will affect our estimate and unless we agree to a fixed fee, our final charges may be different to our initial estimate. We will update you on the progress of your matter at appropriate intervals and keep you informed of the costs you are incurring (See 'Financial Matters').

3.3 We will give clear advice and provide realistic prospects and, if necessary, will explain the risks involved in your matter.

3.4 We will advise you of any changes of law or regulation affecting your matter. We will make sure you are aware of any key dates during the course of your matter, where reasonable, however once our work is complete, we will not be responsible for reminding you of any further deadlines or important dates.

3.5 We will not act for you if a conflict arises (See 'Conflicts').

Your Responsibility to Us

4.1 You agree that you will provide us with instructions and requested information and documentation in a timely manner. You will ensure that this information is true and accurate.

4.2 You will provide us with accurate contact information and promptly inform us of any changes.

4.3 You will ensure, where requested, that we have appropriate funds held on account of your legal costs. You also agree to pay our invoices promptly (See 'Financial Matters').

4.4 Where instructions are from more than one person, we must have authority from each person to discuss confidential information with each of the joint clients. We will share advice given and work undertaken with all joint clients. We can rely upon instructions from any one of the clients unless informed otherwise. Where instructions are given on behalf of a company, partnership or other organisation, we will assume that the Terms have been brought to the attention of the appropriate officers.

Communications

5.1 We will correspond with you by telephone and in writing to update you on your matter.

5.2 E-mail is the usual form of communication but we would wish to be clear that e-mail communication may not be secure. E-mail may be intercepted on route to you. It may also be read by another person with access to the device to which you download the e-mail. We will never send out our bank details to you electronically due to the risk of interception. For the same reason, we would ask that you provide hard copies of your bank details to us. Please seek verification from us by telephone or directly with a team member before transferring funds.

5.3 If we do correspond with you by e-mail, it is on the basis you accept the risk of the above occurring. We are not responsible for losses caused by interception of communications or compromise of your systems where we have taken reasonable steps to secure ours.

5.4 You agree that instructions provided electronically (including by email, our secure client portal or approved e-signature platforms) are valid and binding. Where we use electronic signatures, you authorise us to rely on such signatures as conclusive evidence of your approval and authority. We may refuse to accept electronic instructions where we reasonably suspect fraud or where law or regulation requires wet-ink signing..

Confidentiality

6.1 As a regulated entity, we have a professional duty to keep the information we hold about you confidential. We will not disclose it to any other person unless a) it is information in the public domain; b) we are required to disclose such information to our auditors, external assessors, regulatory bodies; c) in confidence to our professional indemnity insurers, brokers or professional advisors; or d) to any third party authorised by you in connection with your instruction.

6.2 We shall be under no duty to disclose to you any information obtained by us in acting for another client or any information in respect of which we owe a duty of confidentiality to a third party.

Financial Matters

OUR CHARGES

7.1 Our hourly rates are set out in the Client Care Letter and vary according to the seniority and expertise of the fee earner. Our rates are reviewed from time to time and you will be notified of any changes. Our charges are exclusive of VAT and any expenses/ disbursements we incur on your behalf will be in addition to the stated costs unless otherwise specified.

7.2 Unless you have Legal Expenses Insurance, or we are acting under a conditional fee arrangement or similar costs deferred scheme, or other special circumstances apply, you will be asked to pay a sum on account of legal costs at the commencement of your case.

7.3 The level of fees will be monitored during the progress of the case and you may be asked to provide further money on account or to settle interim bills which will normally be issued every month. We regret that if you should fail to comply, then we reserve the right to cease acting for you. We are also entitled to exercise a lien on documents and papers held by us where monies are owed to us.

7.4 We reserve the right to charge for photocopying, transcription services and other administrative expenses from time to time.

7.5 By instructing us, you are providing authorisation for us to incur such charges and disbursements as we consider reasonable and necessary. We will tell you about any major charges or disbursements before we incur them.

PROPERTY MATTERS

7.6 If the matter fails before we have received the contract documentation in the case of a conveyancing matter, Jefferies reserve the right to charge 25% of the estimated fee, but once we have received and considered the contract documentation, we reserve the right to charge 75% of the estimated fee, unless agreed otherwise. You will also be responsible for VAT on these fees and any expenses incurred up to that point.

COSTS IN CONTENTIOUS MATTERS

7.7 You should carefully consider how you will fund any litigation costs, including your opponent's fees should you be unsuccessful. This does not apply to personal injury or clinical negligence matters.

7.8 Legal expenses insurance may be included in your contracts of insurance. If you have the benefit of this cover your responsibility as to costs will depend upon the individual policy. It is essential you advise at the outset as to whether you have the benefit of such a policy. You may have such a policy on your car/home contents/ buildings insurance policies. If you are unsure then please pass details over to us and we will make enquiries on your behalf. If you don't have existing funding in place and want to consider taking out after the event insurance ('ATE') we are happy to discuss this with you and the possibility of representing you on a damages-based, 'no win, no fee' or other basis.

7.9 You are liable for our fees no matter what the outcome of your case. If you recover any part of our costs from your opponent or any third party, you agree that we may use such funds in part payment of our costs. If your opponent has legal aid, you are unlikely to be able to recover any of your costs and expenses, even if you win.

PAYMENT OF OUR BILLS

7.10 We respectfully ask that you do settle accounts promptly. Please note that we reserve the right to charge interest at 8% per annum on any account which remains outstanding for longer than 28 days.

7.11 Our bank details will be sent to you with your Client Care Letter and Terms of Business. We will never email you to amend our banking details.

7.12 We reserve the right to stop working for you if any request for payment on account or bill is not settled promptly.

7.13 Where there is a joint instruction, all parties are jointly and severally liable for our fees and charges.

METHODS OF PAYMENT FOR OUR COSTS

7.14 You may pay by cheque or Credit or Debit Card (Any card bearing the MasterCard or Visa symbol will be accepted). Please note that we are only able to accept cash up to a limit of £500.00 in any 28 day period. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Where those checks are likely to be extensive this could lead to critical dates being missed.

7.15 You are entitled to complain about your bill if you think it is unfairly charged. You may have the right to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974.

PAYMENT OF INTEREST

7.16 Where in the course of our acting for you it becomes necessary for us to hold monies in our client account, we will, in appropriate cases, invest these monies either in a bank deposit account or building society account at our discretion, in compliance with SRA Accounts Rules 2019. For interest to be paid it must then have been held for:-

£1,000 - 8 or more weeks.
£2,000 - 4 weeks or more.
£10,000 - 2 weeks or more.
£20,000 - 1 week or more.

7.17 We are under no obligation to account to you for interest accrued if less than £50.00.

Barclays Business Master

8.1 For the benefit of clients who are involved in financial transactions (e.g. property sales), we have a computer terminal linked to the Clearing House Automated Payments System (CHAPS). This allows instant transmission to any UK clearing bank. Our standard charge for this service is £35 plus VAT per transfer.

8.2 Whilst we instruct the bank to transfer money promptly, we cannot guarantee at what time the money will be credited to the nominated account.

Conflicts of Interest

9. We have policies and procedures to identify conflicts of interest at the start and throughout the course of your matter. Conflicts of Interest can arise after instruction and we may have to stop acting for you.

Investment and Insurance Advice

10.1 Jefferies Essex LLP is not authorised by the Financial Conduct Authority ('FCA'). We are regulated by the Solicitors Regulation Authority ('SRA'), which is the independent regulatory arm of the Law Society of England and Wales. If you are unhappy with any investment advice or insurance advice you receive from us you should raise your concerns with the SRA.

FINANCIAL SERVICES AND MARKETS ACT ('FSMA')

10.2 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 some 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 SRA, which is a designated professional body for the purposes of the FSMA.

10.3 Our role in any transaction is that of legal adviser and it is not part of our function to give advice on the merits of any transaction in investments. When providing our services we will assume that you have decided or will decide to negotiate or enter into any such transaction solely on the advice you may receive from a person authorised under the FSMA. No communication from us is intended or should be construed as an invitation or inducement to you or to anyone else to engage in investment activity.

INSURANCE MEDIATION

10.4 We are not authorised by the Financial Conduct Authority. However we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register

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

11. If you have instructed us using a form of distance selling (such as telephone or email) and you are a consumer as set out in the above regulation, you have the right to cancel our engagement within 14 days of instructing us without charge being made by us. You must notify us in writing. Please be aware that this right to cancel will not apply if we have already undertaken work on your behalf, with your consent, within the 14 day period.

Intellectual Property and Copyright

12. Unless otherwise agreed in writing, we retain ownership of all copyright or other intellectual property in any documents or other work provided to you. You are granted to a non-exclusive licence to use those documents and materials for the purposes agreed in your Client Care Letter. Advice is provided solely for your use and only in the context it was intended. You will not disclose any details of our advice to any third party without our prior consent.

Retention of Files

13.1 In line with our File Retention Policy and UK GDPR, we will store files and papers relating to your matter for a minimum of 7 years from the date the matter was completed. However, depending on the nature of your matter we may retain your records for longer to comply with regulatory and legal obligations. Obviously this does not apply to any papers that you have asked to be returned to you or to Title documents, Title Deeds and other valuable documents which you have specifically asked us to keep in safe custody.

13.2 All files and papers held by us (save those you have asked us to keep in safe custody) may be preserved by means of image processing or in electronic form. We will store your documents normally without charge. We may make a charge for retrieving stored papers or Deeds in response to queries post completion of a matter. Any charge will be based on the time we spend on reading papers, writing letters or providing other services necessary to comply with your instructions.

13.3 We may store files electronically using UK-based or EEA data centres operated by vetted cloud providers. Where storage outside the UK/EEA is contemplated, we will ensure appropriate safeguards are in place.

13.4 As at the destruction date we will destroy your file without further reference to you.

Register of Overseas Entities ('ROE')

14. We will not act as a relevant person for the purposes of the Economic Crime (Transparency and Enforcement) Act 2022 and the Verification Regulations 2022. In the case of any relevant property transaction, you must ensure that you have fulfilled the requirements set out in the legislation. Where we act in a relevant transaction, we will require evidence of registration on the ROE as maintained by Companies House and refusal to supply evidence will result in us being unable to act.

Equality and Diversity

15. Jefferies is committed to promoting equality and diversity in all our dealings with clients, third parties and our employees. In accordance with the Equality Act 2010, we will not discriminate in the way we provide our services on the grounds of age, disability, sex, gender reassignment, marital or civil partner status, pregnancy and maternity, sexual orientation, religion or belief, age, race, colour, nationality or ethnic origins. A copy of our Equality, Diversity and Inclusion Policy is available on request.

Data Protection

16.1 Please see this Firm's Privacy Notice below. This can also be found on the Firm's website at www.jefferieslaw.co.uk

DATA PROTECTION IN RESPECT OF MONEY LAUNDERING CHECKS

16.2 We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

16.3 You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

DATA PROTECTION – YOUR OBLIGATIONS

16.4 If you send us personal data about anyone other than yourself you will ensure that you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use if for the purposes of which you provide it to us.

Data Protection Privacy Notice

1. WHO ARE WE?

Jefferies Essex LLP is a firm of solicitors. We are regulated by the Solicitors Regulation Authority under reference number 440544. Jefferies Essex LLP is a limited liability partnership (registered under number OC317098) and trades under the name "Jefferies". The registered office of Jefferies Essex LLP is 19-20 Clifftown Road, Southend-on-Sea, SS1 1AB and a list of members of the firm is available for inspection upon request. The VAT registration number for Jefferies Essex LLP is 250402118.

Our Data Protection Manager, Sarah Mitchell, can be contacted directly at:

Address: Data Protection Manager, Jefferies Essex LLP, 19-20 Clifftown Road, Southend-on-Sea, SS1 1AB, UK
Email: sjm@jefferieslaw.co.uk
Telephone: 01702 443472

Jefferies Essex LLP is a data controller and processor under the General Data Protection Regulation (GDPR).

2. INFORMATION COLLECTED BY US

2.1. Consent: By consenting to this privacy notice you are giving us permission to process your personal data specifically for the purposes identified. Consent is required for Jefferies Essex LLP to process personal data, but it must be explicitly given. Where we are asking you for sensitive personal data we will always tell you why and how the information will be used. You may withdraw consent at any time by completing a Data subject consent withdrawal form. Please see the detailed section headed below on Subject Access Request Form.

2.2 We collect and retain personal data about you (and where required, parties associated with your instruction to us) through various means including:

From you as the client	Through other professionals and referrers (including estate agents, commercial agents, accountants, IFA/mortgage brokers)	Third parties to the dispute or transaction upon which you have instructed us
• By telephone • By email • In person • In correspondence • By submission of an enquiry through our website	• By telephone • By email • In correspondence • In person	• By telephone • By email • In correspondence • In person

The data we collect about you may include:

Identify data	Contact data	Employment data
• Names and title • Marital status • Date of birth • Gender	• Address • Email address • Telephone numbers	• Employment history • Education attainments
Financial data	**Sensitive data**	**Any other personal data**
• Bank account details • National Insurance number • Other financial information relevant to performance of the contract or to comply with a legal obligation	In limited circumstances: • Special category personal data including details about race, ethnicity, religious beliefs, sexual orientation, health data and • Information about criminal convictions and offences	• Data collected in the context of our work for clients or in the operation of our business

2.3. PURPOSE FOR THE COLLECTION AND USE OF THE PERSONAL DATA AND LAWFUL BASIS FOR PROCESSING:

To perform the contract for legal services in which you have instructed us

- Performance of a contract

To hold for the purpose of future conflict checks should we be instructed in the future in a case against you or which affects you

- Legal obligations
- Legitimate interests (to provide conflict checks)

To comply with our regulations as Solicitors (for example, anti-money laundering checks under the Proceeds of Crime Act 2002 and other relevant legislation, the SRA Standards and Regulations etc.)

- Legal obligations
- Legitimate interests (to provide advice, to recover debts, to provide conflict checks, to comply with our accreditation scheme requirements, to protect our interests and prevent fraud/illegal activity)

To update you to legal changes, to invite you to occasional marketing events (such as seminars) which might be of interest to you or to contact you occasionally to market our legal services to you

- Legitimate interests (to keep our records updated, for direct marketing purposes).

To process any job application

- Legal obligations
- Legitimate interests (for internal administrative purposes)

In addition, in respect of the special category personal data we rely on the necessity for the establishment, exercise or defence of legal claims, including the provision of legal advice and/or that you have given us explicit consent to process this data for an explicit purpose.

2.4. ONLINE PRIVACY STATEMENT AND IP DATA

At Jefferies Essex LLP we collect and process information via our website and via email in relation to prospective clients including for the use of anti-money laundering regulations.

Under the EU's General Data Protection Regulation (GDPR) personal data is defined as:
"any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person".

Whilst the cookies on our site do not collect IP data, it is possible that some of the analytic platforms used by third party companies for our marketing tracking may log personal identifiers. By consenting to our Privacy Policy you acknowledge that this is understood and accepted.

2.5. WHO WE SHARE YOUR INFORMATION WITH

Jefferies Essex LLP will be the recipients of the data and will only share the data with third parties in the conduct and furtherance of your case and/or in the administration of our business. This may include instructing expert witnesses, barristers or valuers; parties to a property transaction including mortgage brokers and estate agents; banks to enable transfer of funds; external agencies to verify your identity and in connection with prevention of fraud, money laundering or tax evasion; or in compliance with a legal obligation.

We require all third parties to keep your details securely, and to use them only to fulfil the service which they provide and in accordance with our instructions.

3. INTERNATIONAL TRANSFERS

We do not, in the ordinary conduct of our business, seek to transfer your personal data outside the European Economic Area. However, if a specific need were to arise, we will take all reasonable steps to ensure compliance with the GDPR.

4. DISCLOSURE

Jefferies Essex LLP will not pass on your personal data for marketing purposes to third parties without first obtaining your consent.

5. RETENTION PERIOD

Jefferies Essex LLP will process personal data for the duration of your instructions to us (if you instruct us to hold certain original documents for you, such as your Will, LPA and deeds this will be for the duration of our instruction to hold these documents) and will store the personal data for a minimum of 7 years after the conclusion of your matter. Your data will then be destroyed as soon as is practicable after the retention period unless we have notified you that we intend to hold your data for longer. This might be necessary for the purpose of a limitation period if, for example, your matter involves a trust or a land transaction or you were a minor at the time of settlement. Jefferies Essex LLP has a legitimate interest to retain a minimised amount of data for the purpose of conflict-checking, for use in the defence of potential complaints, legal proceedings or fee disputes, keeping anti-money laundering records, and/or exercising a right to a lien.

6. FAILURE TO PROVIDE INFORMATION

Where we request information under a contractual or statutory requirement, a failure to provide the required information may mean we are unable to act further on your behalf.

7. YOUR RIGHTS AS A DATA SUBJECT

At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights

- Right of access – you have the right to request a copy of the information that we hold about you.
- Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records, subject to Jefferies Essex LLP having a legitimate interest in retaining that data (which will be minimized to enable compliance with professional duties, such as carrying out conflict of interests checks).
- Right to restriction of processing – where certain conditions apply to have a right to restrict the processing.
- Right of portability – you have the right to have the data we hold about you transferred to another organisation.
- Right to object – you have the right to object to certain types of processing such as direct marketing.
- Right to object to automated processing, including profiling – you also have the right to be subject to the legal effects of automated processing or profiling.
- Right to judicial review: in the event that Jefferies Essex LLP refuses your request under rights of access, we will provide you with a reason as to why. You have the right to complain as outlined below.

All of the above requests will be forwarded on should there be a third party involved in the processing of your personal data.

8. COMPLAINTS

In the event that you wish to make a complaint about how your personal data is being processed by Jefferies Essex LLP (or third parties as described above), you have the right to lodge a complaint directly with Jefferies Essex LLP's Data Protection Manager, Sarah Mitchell, and ultimately the Information Commission (and/or The Legal Ombudsman).

The details for each of these contacts are:

Jefferies Data Protection Manager
Jefferies Essex LLP, 19-20 Clifftown Road, Southend-on-Sea, SS1 1AB

Legal Ombudsman, PO Box 6167, Slough SL1 0EH

Information Commission www.ico.org.uk

9. SUBJECT ACCESS REQUEST FORM

Jefferies Essex LLP, at your request by completing a Subject Access Request Form, can confirm what information we hold about you and how it is processed. If we hold personal data about you, you may request:

- The purpose of the collection, processing, use and storage of the personal data
- The source of the personal data (if not obtained from you, the data subject)
- The categories of personal data stored
- The recipients or categories of recipients to whom the data has been or may be transmitted, along with location
- Envisaged storage period for the data
- Any details and information of automated decision making

To collect this information you will be required to provide two forms of ID.

Client Satisfaction and Complaints

17.1 We endeavour to provide all clients with the most efficient and helpful service possible. Nevertheless there are, very occasionally, instances where, for one reason or another, problems may arise during the conduct of your case and you may wish to speak to someone else within the Firm.

17.2 If you have any cause for concern or there is any aspect of our service with which you are unhappy and which you cannot resolve with the person in charge of your case, you should please contact our Complaints Partner, Mr Duncan Bennington. Mr Bennington will endeavour to deal with your concerns promptly. A copy of this firm's Complaints Handling Policy is available on our website and upon request.

17.3 If you are not happy with our handling of your complaint you can ask the Legal Ombudsman ('LeO') to consider your complaint. You will need to bring your complaint to the LeO within six months of receiving our final response. It must be within one year of the date of the problem you are complaining about occurring or within one year of the date you realised that you realised that there was a problem. Further details are available on their website www.legalombudsman.org.uk The postal address is PO Box 6167, Slough SL1 0EH.

17.4 Decision data published by the Legal Ombudsman is available at https://www.legalombudsman.org.uk/raising-standards/data-and-decisions/.

17.5 In addition to the Legal Ombudsman, the SRA can help you 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. However, the SRA are not able to deal with issues of poor service.

SRA, The Cube, 199 Wharfside Street, Birmingham, B1 1RN.
Email: report@sra.org.uk (or there is a 'Contact us' form available on the website - www.sra.org.uk)

17.6 You have the right to object to our invoice and apply for an assessment under Part III of the Solicitor's Act 1974. However, if all or part of a bill remains unpaid, the firm may be entitled to charge interest.

Outsourcing

18. We may outsource certain business support functions including, but not limited to, document production, IT services, costs drafting and certain legal processes to third party organisations. Where services are outsourced we will take all reasonable steps to ensure your information is kept confidential and only processed in accordance with our instructions. By accepting these Terms, you consent to the outsourcing arrangements including, where necessary, the transfer of your data.

Anti-money Laundering and Terrorist Financing

19.1 The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as amended require us to obtain satisfactory evidence of the identity of our clients and sometimes people associated with 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 perform biometric on-line identification checks or obtain physical copies of documents in support of identity and proof of address, and to perform an electronic verification check. The cost of on-line verification, which we will identify clearly in our invoice to you, will be set out in your client care letter.

19.2 This online search will show on your credit history as an identity check but will not affect your credit standing. If this is unsuccessful we will need to write to you for further documentation to establish identity and obtain proof of address. There may also be circumstances where documentary evidence in support of ID is also required (for example where we are acting for a Company, Partnership or Trust).

19.3 If we require documentary evidence, and you cannot use the on-line portal or come in to see us so we can check your identity documents, we can accept copies. We will need those copies to be certified by a trusted third party, such as another solicitor or a chartered accountant or doctor. They should write "This copy is a true likeness of the original which was presented to us by the person named therein" on the copies, and sign and date them, and include their name, occupation and contact details. These certified copies will then be verified against the original documents using a video call or similar. Departments whose work is not governed by the Money Laundering Regulations may simplify these requirements at their discretion.

19.4 For all retainers where identification checks are required, the information will need to be updated where there is a change to your identity or a gap in the retainer of more than one year.

SANCTIONS CHECKS

19.5 In addition to the above checks, and before we can commence any work on your behalf, we are required under the UK Sanctions regime to carry out due diligence checks to identify whether any person we will be dealing with in connection with your matter is designated, i.e. a sanctioned individual or entity. The reason for this is to avoid unwittingly providing designated persons with prohibited services. This is a very serious requirement as a breach of UK sanctions is a criminal offence, punishable by a fine and/or imprisonment. It may also result in enforcement action being taken by the Solicitors Regulation Authority. Part of this checking process involves us verifying the identities of clients and counterparties by using digital screening tools to check against the UK consolidated sanctions list.

19.6 We are required to monitor clients on an ongoing basis to ensure their sanctions status has not changed after they were originally screened, for example after changes to the sanctions list, or after a significant period of time has passed such as a year. Should any concerns arise, we will clearly communicate this to you and explain our intended course of action.

19.7 Solicitors are under an obligation to keep clients' affairs confidential, subject to certain statutory exceptions. We must notify the National Crime Agency if we have any suspicions of money laundering activities. These obligations override our duties of confidentiality. We may not be able to tell you when we make such a report – if we were to do so we may be committing a criminal offence.

SOURCE OF FUNDS AND SOURCE OF WEALTH

19.8 In addition to identity checks, we may require information and evidence about the source of funds and, where appropriate, the source of wealth for any monies involved in your matter, including funds provided by third parties.

19.9 We cannot accept monies from, or make payments to, third parties without prior verification. Failure to provide satisfactory evidence promptly may lead to delay or our ceasing to act.

19.10 Where required, we may refuse to proceed or return funds pending completion of our due diligence.

Limitation of Liability

PROFESSIONAL INDEMNITY INSURANCE

20.1 We maintain professional indemnity insurance in accordance with the rules of the SRA. Details of the insurers and level of cover are available upon request. Our maximum aggregate liability to you for a breach of your instructions shall be limited to £3 million ("Liability Cap").

20.2 Your agreement is solely with The LLP operating as a Limited Liability Partnership and no member, partner, consultant or employee assumes or will assume personal liability for the conduct of the work you instruct us to carry out. To the extent permitted by law, no member, partner, consultant or employee of The LLP shall have any personal liability. You and we intend that this clause is for the benefit of, and shall be enforceable by, the members, partners, consultants and employees under the Contracts (Rights of Third Parties) Act 1999.

20.3 In this clause, the term mistake includes, but is not limited to, negligence; it does not include fraud.

20.4 Our maximum liability for any mistake (except for fraud) is the liability cap (as set out above) including interest (unless a different amount is agreed with you in writing).

20.5 The liability cap shall apply to (i) any claim arising from an act or omission, or a series of acts or omissions; (ii) any claim arising from the same or similar acts or omissions in a series of related matters or transactions (iii) all claims arising from one matter, transaction or assignment.

20.6 Where we are instructed jointly by more than one party, the liability cap shall apply to all of you collectively and in total and also including anyone claiming through you.

20.7 We shall not be liable for any indirect or consequential loss or loss of anticipated profit or other benefit, where the total liability together with any other liability exceeds the liability cap.

20.8 If you accept any express exclusion/ limitation of liability from other professional advisers our total liability to you will not exceed the aggregate amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover pursuant to the Civil Liability (Contribution) Act 1978 but are prevented from doing so as a result of any such exclusion/limitation of liability, subject to the minimum £3 million restriction on limiting liability prescribed by Rule 3.2 of the SRA Indemnity Insurance Rules 2019.

20.9 If other professional advisers are liable for the same losses as we are, our liability shall be limited to that proportion of your losses that it would be equitable, fair and reasonable to require us to pay having regard to the extent of our liability for the same, subject to the minimum £3 million restriction on limiting liability prescribed by Rule 3.2 of the SRA Indemnity Insurance Rules 2019.

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

20.11 We believe the limitations on our liability set out in this section are a reasonable amount having regard to our assessment of:

a) the amount of any likely liability to you if we make a mistake, and

b) the availability and cost of professional indemnity insurance, and

c) possible changes in the future availability and cost of insurance and solvency of insurers,
but we are happy to discuss the limit with you if you consider it insufficient for your purposes, and if appropriate we may then consider whether we are able to provide a higher limit at extra cost.

20.12 This is not a contentious business agreement within the provisions of section 59-66 of the Solicitors Act 1974. The restrictions in those provisions on the right of solicitors to sue for costs and to exclude liability therefore do not apply to this agreement.

20.13 These limits apply to the extent that they are permitted by law. We cannot, for example, avoid full liability if our mistake causes death or personal injury. Each of the above limitations constitutes a separate and independent limitation so that if one or more are held to be invalid for any reason or to any extent whatever or does not accord with any professional obligation, then the remaining limitations or the limitations as varied shall be valid to the extent they are not held to be invalid or incompatible with any professional obligation.

20.14 Nothing in these terms restricts your statutory rights.

20.15 Save as expressly mentioned in these terms, it is not intended by the parties to this agreement that any term which may be construed as conferring a benefit on any person who is not a party to this agreement should be enforceable by such party, whether under the provisions of the Contracts (Rights Of Third Parties) Act 1999 or otherwise. Unless we agree otherwise expressly and in writing, signed by a partner, no other party may rely on our advice. The granting of such agreement may be subject to payment of an additional fee.

20.16 Our advice is provided for the purposes of the specific matter and context for which it is given and is correct as at the date of that advice. We are not responsible for updating advice for subsequent legal or factual changes unless we are separately engaged to do so.

20.17 We shall not be liable for loss arising from cyberattacks or other malicious external events beyond our reasonable control, provided we have taken reasonable and proportionate security measures.

Termination

21.1 You may end this contract (and therefore, your instructions to us) at any time by writing to us by post or email to the fee earner. You will be liable to pay our charges up until that point. These are calculated on an hourly basis plus expenses/by proportion of the agreed fee as set out in your client care letter.

21.2 We may be entitled to keep all of your documents and deeds while there is money owing to us (including charges and disbursements which have not yet been billed).

21.3 We may end this contract (and therefore cease acting for you) in relation to any matter or all of your matters. We will only do this where we believe we have a good reason and upon informing you in writing. Examples of a good reason include:

- where you have not given us sufficient instructions;
- where you have not provided appropriate evidence of identification or source of funds;
- where we reasonably believe that the relationship between you and us has broken down;
- where your instructions are considered unreasonable by us and conflict with our duty as officers of the court;
- where your behaviour or communication with us is considered by us to be unreasonable

or

- it comes to our attention that you/individuals controlling the entity are/become a 'designated person' (i.e. a sanctioned individual or entity) part-way through the matter or we have concerns about acting for you for reasons relating to the UK sanctions regime more generally. Please note - if we decide that it is appropriate to apply for a licence from the Office of Financial Implementation ('OFSI') to continue acting for you or to request guidance from them as to how to proceed, all paid work on your matter will be suspended until the licence is granted. If such circumstances arise, we will clearly communicate to you the reason why we are taking this course of action.
- linked to the above, if our bank declines to deal with funds relating to your transaction (this may occur even if we have obtained a licence from OFSI to continue acting).

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

21.5 If we do have to cease acting for you, to the extent permitted by law and our professional obligations we will explain your options for pursuing the matter and will work with you to minimise disruption to your matter or matters.

21.6 In any event we will be considered to have ceased acting for you:

a) upon our completion of the specific services that you have retained us to perform, or

b) if you fail to provide instructions within the timeframe we have specified.

21.7 The fact that we may inform you from time to time of developments in the law which may be of interest to you, by email, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so.

Use of Technology and Cloud Services

22.1 We may use reputable third-party technology and cloud service providers (including document automation and AI-assisted tools) to deliver our services efficiently. Your data will be processed only under our instructions and with appropriate contractual and technical safeguards.

22.2 We will not transfer your personal data outside the UK/EEA without ensuring an appropriate safeguard (such as an adequacy decision or standard contractual clauses) is in place.

Business Continuity and Force Majeure

23. We maintain business continuity arrangements. We are not responsible for delay or failure caused by events beyond our reasonable control, including acts of God, industrial action, power or telecom failures, epidemics/pandemics, or service outages of third-party providers. We will take reasonable steps to mitigate the impact of such events.