

TERMS OF BUSINESS

1. About us

Thursfields Legal Limited is authorised and regulated by the Solicitors Regulation Authority (**SRA**) (registered no. 612944). Thursfields Solicitors is a trading name of Thursfields Legal Limited, a private limited company registered in England and Wales (registered no. 8829685).

Our registered office is 14 Church Street, Kidderminster, Worcestershire, DY10 2AH. Thursfields Legal Limited is registered for VAT (VAT no. 275 1215 73). Our contact details can be found on our website: www.thursfields.co.uk.

In these Terms of Business, “we”, “our” or “us” means Thursfields Solicitors.

2. About these terms

This document contains our Terms of Business and will constitute the contract between you and us, along with the accompanying Letter of Engagement.

The Letter of Engagement summarises the work that you have asked us to carry out on your behalf. Unless specifically agreed to the contrary, the scope of our work will be limited as set out in that letter and will not include specific specialist advice such as tax or pensions advice.

The Letter of Engagement will also set out who will have conduct of your matter, the status of that individual and the name of their supervisor. From time to time it may be appropriate to involve other individuals of the firm as well.

The SRA Handbook, which includes the Solicitors’ Code of Conduct, governs our obligations to you and can be accessed at www.sra.org.uk.

You will be deemed to accept these terms of business on the earlier of you:

- signing and returning a copy of an engagement letter referring to these terms of business; or
- using or continuing to use our services. This includes providing any instructions or further instructions to us.

3. Responsibilities

Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and discussing with you whether the potential outcomes justify the expense and risks involved with your matter.

You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.

4. Email

Unless you tell us otherwise, you agree to us communicating with you, including sending bills and other confidential information, by normal, unencrypted email, using the email address(es) you have given us from time to time.

You should be aware that there is a risk that emails (in particular when unencrypted) may be intercepted, delayed or corrupted or may fail to be delivered.

We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communications you send to us. We shall not have any liability to you in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication or any other form of cyber attack other than where such claim or loss arises from bad faith or wilful default on our part.

5. Payment

It is a condition of our retainer that all bills, interim and final, are paid within 14 days of the tax point/date shown on any invoice unless alternative terms have been agreed with us in writing. If a bill is not paid in full within that period we may charge you interest on any amount outstanding from the due date until the date the bill is paid at the rate of interest prescribed for judgments from time to time. In the case of commercial debts we reserve the right to claim interest and recovery costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

Where an account is overdue we are entitled to retain any files and documents belonging to you which are in our possession until our account is settled. We also reserve the right to cease working on this and any other matters on which we are acting for you.

In some cases, and particularly when litigation is involved or when we may need to incur substantial expense on your behalf we may require you to provide a payment on account of the future likely costs and disbursements.

If instructions for a piece of work are given by more than one person or company, we may recover our fees, disbursements and Value Added Tax from any one or more of them. This includes situations where one person or company instructs us on behalf of another.

If arrangements are made for a third party to pay any of our fees or disbursements, or a court orders a third party to pay any part of our fees or disbursements, you remain liable to pay them to the extent that the third party does not pay them when due.

If an account remains unpaid and we commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you).

6. Costs

Unless we have agreed otherwise, our charges will be based on the time spent on your matter, applying our hourly charging rates as applicable from time to time.

We reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses. We also charge for storage and refer to this further below.

If in order to identify you we need to carry out an electronic identity check, that will be charged to you as we do not ordinarily undertake or rely upon such checks and only use them in extreme cases.

Where applicable, we will charge VAT on our charges and expenses.

7. Changes to Charge-Out Rates

Our hourly charge-out rates are reviewed with effect from 1 May each year. We will notify you of the rates if they change and you will then be bound by them. If you do not accept the new rates after review, we reserve the right not to continue acting for you.

8. Costs Estimates and Arrangements

Any costs estimate we give at any time is a guide to assist you in budgeting. It is not intended to be fixed, unless that is specifically agreed in writing.

Any fixed fee, capped fee or other fee arrangement we agree with you, or any costs estimate we give you, is based on the scope of the work anticipated and our assumptions about the matter at the time it is agreed or given.

If the scope of the work changes or the assumptions change it will no longer apply. In that case we will discuss a revised fee arrangement or estimate with you.

9. Billing

Unless agreed to the contrary we will normally bill monthly for the work performed to date together with any disbursements we have incurred on your behalf.

10. Contentious Matters

You will be responsible to us for our fees and disbursements regardless of any order obtained for payment of your costs by another party. Our costs are likely to exceed the sum which you could recover from any other party to the proceedings. You should also bear in mind that you may be ordered to pay the costs of the other party.

11. Cash

We are normally only able to accept cash up to a limit of £500 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.

12. Ending Our Services

You may end your instructions to us at any time by letting us know.

We may decide to stop acting for you only with good reason, for example, if you do not provide us with funds on account or there is a conflict of interest. We will give you reasonable notice if we decide to stop acting for you. If we do have to stop acting for you we will explain your options for pursuing the matter, and will work with you to minimise disruption to your matter.

However if we stop acting for any reason you will be required to pay for the expenses we have incurred and for the work we have done, even if the original agreement or understanding had been that we would only bill you on completion of the matter.

Our lawyer-client relationship will be considered terminated upon our completion of the specific services that you have retained us to perform, or if open-ended services are to be provided, when more than six months have elapsed from the last time we furnished any billable services to you.

The fact that we may inform you from time to time of developments in the law which may be of interest to you, by e-mail, 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.

13. Our client account

When we ask you to pay money to us, we will ask you to pay this directly to our Bank. Our Bank details are as follows:-

Lloyds Bank plc
4 The Cross
Worcester
WR1 3PY

Account Name: Thursfields Legal
Limited Client Account
Sort Code: 30-99-90
Account No: 86435660

Please make a note of these details.

It is important to note that:-

- Our Bank details will not change during this transaction; and
- We will not contact you by telephone or email telling you of changes to our banking details or asking you to pay monies to any other account.

If you do receive a communication asking you to pay monies to a different account, please do not pay it. Please speak first to your usual contact at Thursfields

14. Interest On Funds We Hold For You

We will normally credit you with interest on any funds we hold in our client account on your behalf. Our policy on the payment of interest is as follows.

- Interest will accrue at the rate payable by our bank on instant access deposits. This may be less than the rate at which you could have invested the money yourself.
- We will credit you with interest if the amount of interest involved is more than £50
- If we hold sums of money for you in relation to different matters we will normally treat the money relating to each of the different matters separately.
- We will not account for interest on money held for the payment of a professional disbursement, once the intended recipient has requested a delay in settlement.

15. Monies Held In Our Client Account

We will not be liable to repay any money that we hold for you in our client account at our Banks which is lost as a result of a failure of the bank. Our main client account is with

Lloyds Bank Plc, as above. We also have client accounts with Allied Irish Bank, Clydesdale, Handelsbanken, Bank of Ireland, Bank of Scotland, Royal Bank of Scotland and Metro Bank.

16. Joint Clients

If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs.

This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees.

Instructions are understood to be for the purposes of all of those instructing us. We will act on instructions from any one of those clients unless you instruct us otherwise. Liability to pay our costs is joint (all the clients together) and several (each may be liable for the whole amount).

If instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us. If not, then that person will be liable to us as if they were our client.

17. Your Documents

After the end of the relevant matter please let us know if you would like us to send your file of papers to you. To comply with our own obligations and to protect you we will keep our file of papers, normally in digital format. There is a fee for both the digitising and storage of your file. Details will be supplied on request. This fee is revised periodically and the fee payable by you will be that which is applicable at the time that the fee is raised.

We will normally destroy our file six years after our contract with you has ended without further reference to you. By agreeing to these terms you authorise us so to do. We will not destroy documents you ask us to hold in safe custody, such as deeds, wills and other important original documents.

We will take care of your deeds, documents and other papers as long as they remain in our possession. However should any of them be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you we will not normally charge for such retrieval. However we may charge you for time spent retrieving, reading, copying or working on such papers where that is to comply with your instructions in relation to the retrieved papers. Details of any such fee will be given at the time of your request.

18. Data Protection Privacy Notice

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

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations.

We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated.

19. Data Protection in Respect of Money Laundering Checks

Any personal data we receive from you for the purposes of our money laundering checks 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.

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

20. Data Protection – Your Obligations

If you send us personal data about anyone other than yourself you will ensure 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 it for the purposes for which you provide it to us.

21. Limitations on our Liability

We limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we provide, in the ways described below.

Our liability to you shall be limited to £3 million or such higher amount as is set out in the letter accompanying these Terms of Business.

This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

Proportional liability

In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

Third party liability

If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

No claim against individual employees/directors

We have an interest in limiting the personal liability of employees, consultants and directors. Accordingly you agree that you will not bring any claim against any individual employee, consultant or director in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, consultants or directors.

The provisions of the above paragraph are intended for the benefit of our employees, consultants and directors but the terms of our engagement may be varied without the consent of all or any of those persons.

Limitation on exclusions

The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability.

22. Concerns About Our Service

As explained in our accompanying engagement letter, if you are not happy with our service or the bill, we hope to be able to resolve the matter to your satisfaction. Details of our complaints procedure are available on request.

However if you are not satisfied with our handling of your complaint you may be able to ask the Legal Ombudsman (address: PO Box 6806, Wolverhampton WV1 9WJ, Website: www.legalombudsman.org.uk, Telephone: 0300 555 0333) to consider your complaint.

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.

Note that the Legal Ombudsman service cannot be used by businesses or most other organisations, unless they are below certain size limits.

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

We are regulated by the Solicitors Regulation Authority ("SRA") and so are subject to the provisions of the SRA Code of Conduct and the SRA Handbook. Copies can be obtained from the SRA website, <http://www.sra.org.uk>.

23. Concerns About Barristers or Others

Any barrister or other professional we instruct on your behalf should have their own

complaints process. So if you are not happy with their service you can complain to them direct. But please let us know. We can tell you how to make your complaint, if they have not given you that information themselves.

24. Third Parties

Our advice is for your benefit only.

Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

25. Investment and Insurance Advice

We are 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”)

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.

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 distribution

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority.

The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

26. Force Majeure

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

27. Severability

If any provision in these terms of engagement or our accompanying letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

28. Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.

29. Limited right to cancel

In a limited number of circumstances you might be entitled to cancel our services.

Where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (**the Regulations**) apply, you have the right to cancel your contract with us for legal services within 14 days from the day after you instructed us or you receive these terms, whichever is later, provided that you do so in writing. A cancellation notice is set out below for you to complete and send to us if the Regulations apply to you and you wish to cancel your contract with us.

The right to cancel does not apply if you already started to use our services or if you have signed and returned to us a copy of these terms or a letter referring to them. In that case you will have to pay us the agreed fees including VAT and disbursements or, if the work has not been completed, a fair proportion of these fees including VAT and any disbursements incurred.

Once you have started to use our services, you are entitled to terminate your instructions to us at any time. You will be required to pay our fees for work completed including VAT and any disbursements incurred. We will be entitled to keep the papers and documents held on your behalf until any costs and disbursements owing to us have been settled.

Cancellation notice

(Complete and return this form only if you wish to withdraw from your contract with us.)

To: Thursfields Solicitors, 14 Church Street, Kidderminster, Worcestershire, DY10 2AH.

I/We (*delete as appropriate*) hereby give notice that I/We cancel my/our contract for the supply of legal services which commenced on (the day after you instructed us or you receive these terms, whichever is later).

Signed: Name of consumer:

Date: Address of consumer: