

TERMS AND CONDITIONS OF BUSINESS

The purpose of this important document is to explain to you the general terms on which we are willing to provide legal services to you.

1. Introduction

- 1.1. Parker Rhodes Hickmotts is a traditional partnership authorised and regulated by the Solicitors' Regulation Authority under number 58994, VAT Number: 457762020.
- 1.2. In these Terms of Business all first person terms such as 'we', 'us' and 'our' refer to Parker Rhodes Hickmotts Solicitors and not to any Partner, Consultant or Employee personally or to any combination of Partners, Consultants or Employees collectively. By entering into this Agreement, you are entering into a contract with Parker Rhodes Hickmotts Solicitors and not with any Partner, Consultant or Employee personally or with any combination of Partners, Consultants or Employees collectively.
- 1.3. We are bound by various professional rules of conduct which can be viewed at www.sra.org.uk or by writing to 'Solicitors Regulation Authority, Ipsley Court, Berrington Close, Redditch, B98 0TD' or calling the Solicitors Regulation Authority's contact centre on 0870 606 2555 (inside the UK), 09.00 to 17.00, Monday to Friday.
- 1.4. The SRA Indemnity Insurance Rules 2011 require us to take out and maintain professional indemnity insurance with Qualifying Insurers. Information about the compulsory layer of professional indemnity insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, can be obtained from the firm's managing partner.
- 1.5. These Terms of Business may not be varied unless agreed in writing and signed by a Partner. They should be read in conjunction with our Client Care Letter which sets out the basis on which we act for you and any documents referred to in that letter. Together these form the 'Agreement' between us relating to each matter on which we advise you.
- 1.6. These terms, including the limits on our liability, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.
- 1.7. If any term of this agreement is inconsistent with our legal obligations under the relevant laws then the relevant laws shall apply instead of those terms.

2. Location and Hours of Business

Parker Rhodes Hickmotts' offices are located at The Point, Bradmarsh Business Park, Rotherham, S60 1BP and open between 9.00 a.m. and 5.15 p.m., Monday to Friday.

Appointments can be arranged outside of these hours if necessary.

3. Equality and Diversity

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy.

4. Money Laundering

4.1. Proof of Identity

In view of the above, we may need to obtain satisfactory evidence of the identity of our clients and often third parties involved in transactions or matters we are assisting with. We may also be required to carry out background checks on our clients or third parties and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise.

Depending on the type of transaction and/or whether it falls into a regulated sector, we may ask you to provide us with proof of your identity and/or to make searches of appropriate databases. The fee for these searches will appear on your bill.

We may delay, decline or cease to act for you if we have requested to see proof of your identity, but there has been an unreasonable delay in providing it.

If as a result of meeting our statutory obligations, or executing our internal procedures put in place to meet those obligations in good faith, we cause you loss, damage or delay, our liability to you will not exceed the minimum level of Professional Indemnity insurance cover as specified by the SRA Indemnity Insurance Rules.

4.2. Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of our clients confidential. However, under the provisions of our statutory obligations (in particular with regard to our obligations under the Money Laundering Regulations 2017 and other relevant legislation including the Proceeds of Crime Act 2002 and the Terrorism Act 2000), we are under a strict duty to report any circumstances where we know or suspect that a client or matter is involved in money laundering or terrorist financing, to the National Crime Agency. Under these circumstances, we may be precluded from informing you of the disclosure or seeking your consent. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why.

4.3. Cash

The firm's policy is to only accept cash up to £500.00 in any 28 day period, except for payment of the firm's fees and disbursements. If a client circumvents this policy by

depositing cash direct with our bank we reserve the right to charge for any additional checks we consider necessary regarding the source of the funds.

5. Data Protection

We will deal with your information in accordance with our legal obligations under the Data Protection Act 2018. You have the right to make a 'subject access' request to find out what personal information we hold about you, by obtaining from us a Subject Access Request Form and addressing your request to Fiona Shinner who is our Data Protection Officer. There is no initial charge for the request of data, but the firm reserves the right to make a reasonable fee to cover administrative costs if the request is deemed excessive or additional copies are requested.

6. Distance Selling Regulations

If you are an individual consumer (and not a business entity) and we have not met with you, the Consumer Protection (Distance Selling) Regulations 2000 and the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 will apply to our agreement. By accepting these terms of business you agree that you would like our service to start before the end of the usual cancellation period and you agree that your cancellation rights shall end as soon as we commence work on your matter.

7. Outsourcing of Work

Sometimes it is necessary for us to outsource work, for example the maintenance and support of our IT systems and the use of expert cost draftsmen in relation to litigation costs. If this happens we will have confidentiality agreements with our suppliers to protect against any breach of confidentiality.

8. Introductions and Referrals

Where we have a relationship with a third party for example an introducer, fee sharer or funder, we will disclose the fact and its ramifications to you.

9. Financial Services and Insurance Mediation

9.1. Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to you as we are regulated by the Solicitors Regulation Authority.

9.2. If you have a problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

9.3. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and

complaints handling has been separated from the Law Society's representative function. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

9.4. We are not authorised by the Financial Conduct Authority (formerly the Financial Services Authority). However, our firm is included on the Exempt Professional Firms 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 is 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.register.fca.org.uk.

10. Fees

10.1. Fixed Fee Services

Where our Client Care Letter states that we are charging on a fixed fee basis, additional services may be provided on request and (unless otherwise agreed by us in writing) will be charged at our standard hourly rates as set out in our Client Care Letter plus expenses (if any) and VAT.

10.2. Hourly Rate Services

Where our Client Care Letter states that we are charging on an hourly basis, the hourly rate varies according to the experience and expertise of the person dealing with the matter. The rates which apply to each matter are set out in our Client Care Letter.

The time spent on your matter for which you will be charged includes meetings with you and others, travelling, waiting, researching and considering, writing and receiving correspondence, making and receiving telephone calls, preparing and working on documents, and making file notes.

The time spent on your matter is recorded as units of 6 minutes. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken and any particular specialist expertise that the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates that we have quoted. Where a charge reflecting any value element is to be added, we will explain this to you.

We will review our hourly rates as required. We will notify you in writing of any increase.

We will add VAT to our fees at the rate that applies when the work is done.

10.3. All Services

All expenses which we incur in working on your matter will be payable by you in addition to our fees. Examples of these expenses include Land Registry and Companies House fees, search fees, stamp duty (and similar taxes), fees charged by experts, agents, couriers and barristers, court fees, travel expenses and subsistence, faxes, international telephone calls, use of on-line databases and telegraphic transfer fees. In addition, we may also charge you for photocopying and other document production at a rate of not more than 10p per page. We will add VAT to any expenses at the rate that applies when the expense is incurred.

We will usually submit bills monthly but may choose to submit bills at other intervals during the course of working on your matter. We may also submit a bill on or at any time after conclusion of the matter or at the end of this Agreement. Our bills are payable when they are submitted to you. All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.

We may also ask you at any time to pay money in advance of any fees and expenses being incurred by us (known as 'payment on account'). If we ask you to make a payment on account, we will not be obliged to undertake any further work on your matter until you have made that payment (and if you do not make the payment we may cease acting for you).

Where we decide to extend credit to you by carrying out urgent work on your matter after the money you have paid on account has all been used, you agree to remain liable for our fees regardless of whether or not we give you advance notification that we are going to extend credit to you.

It is your responsibility to tell us when first instructing us if you have any form of insurance cover (such as legal expenses insurance) that you think will pay our fees. You must also tell us when first instructing us if there is a third party who may pay our fees. If a third party agrees to pay all or part of our bills, you will remain responsible to us for payment until those bills have been paid in full.

If we are advising more than one person (usually individuals, companies or other entities) we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills will nevertheless be payable in full by all other persons we act for under this agreement.

If you are instructing us jointly in relation to any matter it is your responsibility to tell us at the outset of the Agreement if you require more than one person to give us instructions in relation to that matter. Otherwise, we will accept instructions from any one person and will not be responsible to any other person for any losses they may suffer as a result.

If you are a company or other commercial entity it is your responsibility to tell us at the outset of the Agreement if you require more than one Director (or equivalent) to give us instructions.

If we do not receive prompt payment of any bill, then:

- i. We may charge you interest (on a daily basis) on the unpaid element of the bill at the rate payable on judgment debts from the date of the bill until payment, unless it is determined that you do not have to pay that element;
- ii. We may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you; and
- iii. We may retain any papers or documents belonging to you, together with our own records.

If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill.

Where we hold money for you, whether because you have made a payment on account or we otherwise receive funds on your behalf, we may use this money toward payment of our bills. We will always advise you when this is being done. If we take any security for our fees, whether from you or any third party, this shall not affect any rights we have (or which we may have) to retain your papers.

If you wish to make a complaint about one of our bills, you may do so by using the firm's Complaints Procedure (copy available on request). You may also have a right to object to a bill by making a complaint to the Legal Ombudsman and/or applying to the court for an assessment of the bill under part III of the Solicitors Act (1974). The contact details for the Legal Ombudsman can be found in the section relating to 'Client Satisfaction'.

11. Payment of Commission

We will account to you for any commission more than £50.00 unless we have your permission to keep it. If we receive commission as a result of investment business we will always obtain your express instructions.

12. Client Money

- 12.1. Subject to certain conditions set out in Rules 22 to 25 of the SRA Accounts Rules a sum in lieu of interest must be accounted to clients when it is fair and reasonable to do so in all the circumstances.
- 12.2. Our policy seeks to provide for a fair and reasonable outcome for both our clients and this practice.
- 12.3. Our policy on interest shall be kept under review. The policy may change if the Bank of England base rate increases or decreases.
- 12.4. All interest is paid gross and it is your responsibility to advise the inland revenue of the income if applicable.
- 12.5. The rate of interest available on client accounts is significantly lower than the rate of interest which can be obtained on other bank or building society accounts. This reflects the fact that immediate access is required to client accounts in order to comply with the accounts rules and to facilitate the

smooth completion of transactions. It is therefore unlikely that the funds will attract as much interest as if you had invested those funds yourself.

- 12.6. Cleared trust funds (not required for the administration of the trust) will generally be placed into a separate designated deposit account and all interest generated by its designated deposit account will be credited to the trust.
- 12.7. Interest earned over £75 will usually be paid on monies held in a general client account.
- 12.8. Subject to 12.7 (above) the interest payable will be a fair rate of interest (and is proportion to the rate the firm received, see paragraph 12.5).
- 12.9. In certain circumstances a separate designated deposit account will be opened on behalf of clients. All interest arising from funds held in separate designated client accounts will be credited to the client.
- 12.10. Where sums of money are held in relation to separate matters for the same client, the money relating to the different matters shall be treated separately unless it is fair and reasonable in the circumstances to consider the sums together.
- 12.11. Interest will not accrue on any advances from the practice under rule 14(2)(b) of the accounts rules to fund a payment on behalf of a client or trust in excess of funds held for that client or trust.
- 12.12. Where a client fails to present a cheque to his or her bank for payment, we will not recalculate any amount due to the client unless it is fair and reasonable to do so, for example if the cheque has been sent to an incorrect address.
- 12.13. We will usually account to you for interest arising under our policy at the conclusion of your matter, but might, in some cases, consider it appropriate to account to you at intervals throughout.
- 12.14. Unless otherwise agreed by us in writing, if we receive any sums to hold on your behalf (whether received directly from you or from a third party) then we may deposit such money into an account or accounts with any bank or financial institution (a "deposit provider" which expression shall include bank, financial institution or clearing house through which transfers are made) of our choosing. We confirm that we comply with any applicable laws and any applicable rules of a regulatory authority in respect of the making of any such deposits.
- 12.15. We are unable to make any payments to a third party on your behalf and we are unable to make payments of cash.
- 12.16. We shall not be liable for any loss which you or any third party may suffer in connection with an Insolvency Event occurring in relation to any deposit provider with whom we have deposited funds or through whom transfers are made, save if and to the extent that any such loss was caused by or contributed to by any breach by us.
- 12.17. An "Insolvency Event" means:

- i. Any deposit provider is unable or admits inability to pay its debts as they fall due (or is deemed to be or declared to be unable to pay its debts under applicable law), suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
 - ii. The value of the assets of any deposit provider is less than its liabilities (taking into account contingent or prospective liabilities);
 - iii. A moratorium is declared in respect of any indebtedness of any deposit provider;
 - iv. Any corporate or government action, legal proceedings or other procedure or steps taken in relation to:
 - v. The suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any deposit provider;
 - vi. A composition, compromise, assignment or arrangement with any creditor of any deposit provider;
 - vii. The appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any deposit provider or any of its assets; or
 - viii. Enforcement of any security interest (however so described) over any assets of any deposit provider; or
 - ix. The prevention or restriction (whether by way of freezing order or otherwise) of a deposit provider's ability to dispose of, deal with or diminish the value of its assets or any of them;
 - x. Any event analogous to those set out above occurs in any jurisdiction in respect of any deposit provider.
- 12.18. If an Insolvency Event occurs in relation to any deposit provider which holds money that we have deposited on your behalf, you agree that we may where applicable disclose to the Financial Services Compensation Scheme ("FSCS") all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. However, if you do not wish us to make any such disclosure, please notify us in writing addressed to 'The Data Protection Compliance Officer'. Please note that by withholding consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS where an Insolvency Event occurs in relation to a deposit provider holding money which we have deposited on your behalf. Further information regarding the FSCS can be found at www.fscs.org.uk, telephone number 020 7892 7300.

13. Excluded Advice

- 13.1. We do not advise on the laws and regulations in jurisdictions other than England & Wales (which for these purposes includes the law of the European Union as applied in England & Wales).
- 13.2. Other than in most straight forward transactions we will not give tax advice and so when appropriate we will direct your attention to the need for tax advice from an appropriate expert.

14. Confidentiality

Occasionally we may be required to produce all or part of a file to external assessors, consultants or suppliers as part of an audit or quality check. For example by the Legal Aid Agency in relation to legally aided work, our accountants, our bankers, referrers based on their terms of engagement or Law Society Lexcel assessors and consultants. Unless we receive a specific objection from you we will assume your consent to this failing which we may not be able to work for you.

15. Termination of Instructions

- 15.1. We can terminate your instructions on giving reasonable notice if we have a good cause for example if you fail to give clear and/or prompt instructions or you have failed to pay a bill or a request for a payment on account or if you behave in an inappropriate manner towards a member of staff. If this happens we will notify you and give reasons where we can.
- 15.2. We are entitled to retain your file in respect of unpaid fees.
- 15.3. You can terminate instructions to us at any time but we will exercise a lien in respect of unpaid fees. We are entitled to charge interest until our costs are paid.

16. Storage of Documents/Deeds

- 16.1. We will retain your file in an electronic format for a minimum period of six years after which time the file will be confidentially destroyed unless you instruct us, in writing, that you do not agree to this. Any such letter of instruction to be addressed to the fee earner handling/who handled your matter and copied to Fiona Shinner within five years of the files closure
- 16.2. We do not charge for the storage of files, documents and deeds, but if you require us to retrieve a file or part of a file from storage we will make an administration charge of between £50 to £200 plus VAT according to the size of the file, any copying required to be done and any other relevant considerations.

17. Client Satisfaction

- 17.1 We operate strict client care and quality policies and always aim to provide you with the highest level of legal expertise and to be available, approachable, understandable, prompt and courteous.
- 17.2 We will keep you informed about all important developments in your case and we will respond to your letters, emails and telephone calls promptly and efficiently.

- 17.3 We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service, and we are confident that we will do so in this case. However, if you would like to discuss how the service to you could be improved, the level of your bill, or should there be any aspect of our service with which you are not satisfied, please contact our designated complaints handler, Fiona Shinner, who is a solicitor and the Senior Partner of this Firm. We take all feedback from clients seriously and operate a Complaints Handling Procedure, a copy of which is available upon request.
- 17.4 We are usually able to deal with any concerns you have promptly and to your satisfaction, but if this is not the case, you will be able to make a complaint to the Legal Ombudsman. Please be aware that any complaint to the Legal Ombudsman must usually be made no later than: -
- one year from the date of the act or omission being complained about; or
 - one year from the date when the complainant should have realised that there was cause for complaint.
- 17.5 A complainant to the Legal Ombudsman must be made by one of the following:
- i. An individual;
 - ii. A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
 - iii. A charity with an annual income less than £1 million;
 - iv. A club, association or society with an annual income less than £1 million;
 - v. A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.
- 17.6. If you are not, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

Legal Ombudsman Contact Details:

- i. Address: PO Box 6806, Wolverhampton, WV1 9WJ
- ii. Telephone: 0300 555 0333
- iii. Email: enquiries@legalombudsman.org.uk
- iv. Website: www.legalombudsman.org.uk

18. Joint Clients

- 18.1. If we are advising more than one person (usually individuals, companies or other entities) we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills

will nevertheless be payable in full by all other persons we act for under this agreement.

18.2. If you are instructing us jointly in relation to any matter it is your responsibility to tell us at the outset of the Agreement if you require more than one person to give us instructions in relation to that matter. Otherwise, we will accept instructions from any one person and will not be responsible to any other person for any losses they may suffer as a result.

18.3. If you are a company or other commercial entity it is your responsibility to tell us at the outset of the Agreement if you require more than one Director (or equivalent) to give us instructions.

19. Rights of Third Parties

Except as stated otherwise, a person who is not a party to this agreement shall not be entitled to enforce any of its terms.

20. Limited Liability

We have considered the extent of our liability to you in respect of the professional services we are providing. Having considered both your circumstances and our own you accept that our aggregate liability shall not exceed £2,000,000.00.

We acknowledge the limit in respect of our liability will not apply to any acts, omissions or any representations that are in any way criminal, dishonest or fraudulent on the part of the firm, its partners or employees.

21. Applicable Law, etc.

These terms and our Client Care Letter shall be governed by, and interpreted in accordance with English law. Any disputes or claims concerning this agreement and any matters arising from it shall be dealt with only by the courts of England and Wales.

If we or you do not enforce our respective rights under this agreement at any time it will not prevent either us or you from doing so later.

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

22. Acceptance of these terms

Please retain for future reference this important document together with letters and other documents we send to you. If you do not return the client confirmation we have sent to you to sign, we will regard any further instructions received as your acceptance of our Terms and Conditions of Business.