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1. OUR CONTRACT

These Terms of Business issued by Bude Nathan Iwanier LLP us as supplemented and/or amended by any relevant Engagement Letter; apply to each Matter we work on for you.

No variation of these Terms shall be effective, unless it is in writing and is signed by one of our Partners.

DEFINED TERMS

In these Terms of Business: -

"the Firm"	the Firm means Bude Nathan Iwanier LLP and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of the Partners (references to 'we', 'us' or 'our' in these Terms of Business are references to the Firm)
"Associated Entities"	means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;
"Credit Period"	means the period of seven (7) days from the date of our invoice for our fees and/or expenses;
"Documents"	means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);
"Engagement Letter"	means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;
"Force Majeure"	means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery

requirements, industrial disputes and absence of personnel due to illness or injury;

"Matter" means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;

"Partner" means a partner of the Firm;

"Services" means all services we provide to you in relation to the relevant Matter;

"You" includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and "your" shall have a cognate meaning; and

"Your Documents" means documents which you give or lend to us to enable us to provide Services.

2. OUR RESPONSIBILITIES AND SERVICES

2.1 Our Responsibilities

In delivering our Services we will:

- Treat you fairly and with respect;
- Communicate with you in plain language;
- Review your Matter regularly;
- Advise you of any changes in the law that affect your Matter; and
- Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your Matter

2.1.1 You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. In particular, we may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which it is

necessary or desirable to incur in relation to the Services in question.

2.1.2 If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

2.2 Our Services

2.2.1 The Partner at the Firm named in the Engagement Letter as the “Supervising Partner” will be the Partner primarily responsible for the provision of our Services to you. That Partner has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.

2.2.2 We only advise on the Laws of England and Wales. Where a transaction or other work also involves the laws of another jurisdiction it is your responsibility to ensure that competent advice has been taken in a timely manner and that we have been provided with a full and complete copy of that advice.

2.2.3 We may require that you contract directly with certain third parties and assume direct responsibility to them for the payment of their fees and expenses.

3. YOUR RESPONSIBILITIES

You will (so far as you are practicably able to do so): -

- 3.1 provide us with clear, timely and accurate instructions, and the information and materials necessary or desirable for us to perform the Services for you in a timely manner;
- 3.2 notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;
- 3.3 ensure that all information provided to us is complete in all material respects and not misleading; and
- 3.4 safeguard any documents that may be required for your Matter, including documents that you may have to disclose to another party.

4. CLIENT CARE CODE

4.1 Code

We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are as set out below: -

4.1.1 We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.

4.1.2 You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf.

4.1.3 You will be regularly informed of the progress of your Matter.

4.1.4 We will explain to you by telephone or in writing the legal work required as your Matter progresses

4.1.5 We will update you on the likely timescales for each stage of this Matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your Matter, we will update you on whether the likely outcomes still objectively justify the likely costs and risks.

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

4.1.6 The Engagement Letter notifies you of the following details: -

- the name of the person or persons who is/are dealing on a day to day basis with your matter (the “Fee Earner”); and
- the name of the Supervising Partner;

4.1.7 You will be told the name of the new fee earner if the matter is transferred from one fee earner to another.

4.1.8 We cannot guarantee that the Fee Earner or Supervising Partner will be available on demand, but we will do our best to get back to you promptly and efficiently.

4.1.9 If you do not understand anything, please always ask.

4.1.10 At the end of your Matter you will be sent a bill with a letter confirming the Matter has been completed and, where necessary, summarising any continuing consequences.

4.1.11 The Firm's policy is to only accept up to £250 in cash payments from clients.. If you try to avoid this policy by depositing cash directly with our bank, we may charge you for any additional checks that are necessary to prove the source of the funds. Check shall be necessary at our

discretion in order to comply with our legal and regulatory obligations. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

5. **HOURS OF BUSINESS**

The normal hours of opening at our offices are between 9.00 a.m. and 5:30 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

6. **FEES AND EXPENSES**

6.1 **General**

6.1.1 The Engagement Letter will set out our agreed fees or the basis on how we will calculate our fees. Our fees are often calculated principally by reference to the time spent by us in providing the Services at the fixed hourly rates applicable to the relevant staff.

6.1.2 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.

6.1.3 The fixed hourly rates of each of our Partners, Solicitors, Trainee Solicitors, Case Handlers, paralegals and other staff are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect. In addition, please be aware that our hourly rates are based on levels of experience and as our fee earners become more senior their hourly rates may increase accordingly – you will be informed of this is the case.

6.1.4 You will be responsible for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). We will advise as to the amount and nature of any expenses to be incurred in advance. We will often seek payment for such expenses in advance and may incur them until you have provided us with funds for that purpose which may delay the progress of your Matter.

6.1.5 VAT will be charged at the appropriate rate on all fees and expenses.

6.2 **Limited Companies**

When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling Shareholder to sign a form of personal guarantee in respect of our fees and expenses. If such request is refused, we will be entitled to require payment on account or to stop acting and require immediate payment of our fees on a time spent basis and expenses as set out above.

6.3 **Payments on Account**

6.3.1 We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

6.3.2 We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

6.4 **Estimates and Quotations**

6.4.1 Any cost estimates that we give you are estimate only and does not constitute a contract to carry out the work at that cost.

6.4.2 Sometimes, it is not possible to estimate costs in advance. It is open to you to set a limit on the costs which may be incurred without further reference to you. If the costs limit restricts the extent of work possible on your Matter, we will inform you as to the likely progress to be made within the costs limit and keep you updated.

6.4.3 On occasion we may provide a fixed price quotation.

6.4.4 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.

6.4.5 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

6.4.6 Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:-

- 6.4.6.1 circumstances or information which we did not know or could not reasonably have anticipated at the time of

the quotation or estimate (whether or not you were aware of them/it); or

- 6.4.6.2 your, or your agents', act or omission.

6.5 Commissions and Referrals

We will only refer, recommend or introduce you to another business where you have given us informed consent to do so.

If we receive a commission from a third party arising from work we are doing for you, we will inform you of this and credit you with the commission unless you have agreed otherwise

7. OUR INVOICES

7.1 Frequency of Invoices

7.1.1 Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees and expenses at appropriate intervals (normally monthly) and on completion of each Matter. At the end of our financial year we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.

7.1.2 Unless otherwise stated, interim invoices are a final account of our fees for all work done during the period to which they relate..

7.1.3 There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.

7.1.4 You may pay invoices by cheque or electronic transfer. Please contact us directly for our bank account details. Unless we agree to do so, we do not accept payment in cash either from our clients direct or deposited with our bank.

7.2 Payment Terms

If you do not pay any invoice by the end of the Credit Period, or the sum we have requested on account within seven (7) days (or such longer period as we may specify) of our demand, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

7.3 Joint and Third Party Payments

Where we are instructed by more than one individual client, you will be jointly and severally liable for the total payment of our fees.

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices to the extent that they remain unpaid by the time that they fall due.

7.4 Right to Retain Money, Documents and Property

We are entitled to keep any of your property which is in our possession, including legal and other documentation, while money is owing to us. This is known as a lien. Upon payment in full, we will return them to you at your request.

8. INTEREST POLICY

The firm has its own Interest Policy which is available on request.

9. CONFLICT OF INTEREST

9.1 Definition

“Conflict of Interest” means any situation where our separate duties to act in the best interests of two or more clients conflict.

9.2 Similar Activities

We may act for parties engaged in activities similar to or competitive with yours.

9.3 Third Parties

Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party's interests and your interests.

9.4 Instructions Creating a Conflict of Interest

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

9.5 Consent

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the informed consent of both parties, evidenced in writing.

9.6 Cessation of Services

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and

may, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

10. **CONFIDENTIALITY**

10.1 **Our Duty of Confidentiality**

10.1.1 We will treat any information related to your affairs strictly confidential, save as to when disclosure is required or permitted by law or you consent to any such disclosure

10.1.2 We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

10.2 **Your Duty of Confidentiality**

10.2.1 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

10.2.2 If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

10.3 We may store information about you, your matter or any other Documents and correspondence relating to your file(s) using cloud-based technology. If you do not wish for your file(s) or other information to be stored in this way, please inform us in writing before we commence work on your matter.

11. **CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS**

11.1 We will, at your request, either during the provision or after completion of any Services, release your file to you minus any, of ours (such as documents which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you , and our preliminary drafts, research materials and internal notes);

which we have chosen to retain, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of your file before releasing it, including any electronic correspondence submitted by You.

11.2 We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents. [We do not currently charge for this but we reserve the right to do so upon reasonable notice to you OR we charge a fee for storage and this fee will be made clear to you before it is incurred].

11.3 We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

11.4 We will keep our file of your papers including emails and any hardcopies thereof, in accordance with our data retention policy., except those that you ask to be returned to you. Our data retention policy is available to view upon request. We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we may charge for such retrieval. However, we may also charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. We will ask you to confirm that any personal data we have retrieved remains current and up to date if we are to act upon such data as part of our duties under Data Protection legislation.

12. **INTELLECTUAL PROPERTY RIGHTS**

12.1 **Copyright**

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sub licensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full

for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

12.2 **Opinions from Barristers and other Third Parties**

12.2.1 We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

12.2.2 If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

13. **JOINT INSTRUCTIONS**

13.1 Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several as detailed above).

13.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

13.3 If joint client asks us to transfer documents from our file to them, we will retain our file and will supply copies to each joint client, making the original documents available at one of our offices for inspection by any joint client on reasonable prior written notice. This does not apply to original documents which were delivered to us by one of the joint clients, we will deliver these documents to the joint client who delivered them to us.

14. **FORCE MAJEURE**

Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if

and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly

15. **LIABILITY**

15.1 **Duty of Care**

15.1.1 We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

15.1.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

15.1.3 The Firm alone will provide the Services and you waive any right to, and agree that you will not bring, any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability

15.1.4 The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Partners) and of all Partners, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Partners in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of three million pounds (£3,000,000.00)

15.1.5 Where any loss is suffered by you for which the Firm and any other person are jointly and severally liable to you, the loss recoverable by you from the Firm is limited so as to be in proportion to the firm's relative contribution to the overall

fault of (a) the Firm, (b) you and (c) any other person, in respect of the loss in question.

15.1.6 Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

15.2 Drafts

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

15.3 Current Law

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

15.4 Communication

15.4.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

15.4.2 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

15.5 Deadlines

We will try to meet any deadline we agree with you for the performance of any Services but, unless we

agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence

16. TERMINATION

16.1 Completion of Services

An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends three (3) months after the last date on which we provided Services to you. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

16.2 Early Termination

You may terminate the provision of all or any of the relevant Services at any time by giving written notice to us. We may also decide at any time to terminate the provision of all or part of the relevant Services by giving written notice to you. We will not do this without good reason-

16.3 Rights on Early Termination

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice.

17. GENERAL

17.1 Money Laundering Regulations / The Proceeds of Crime Act 2002

To comply with anti-money laundering and counterterrorist financing requirements, we are likely to ask you for proof of your identity and may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

We may make checks using online electronic verification system or other databases as we may decide in order to comply with our obligations under anti-

money laundering and counterterrorist financing regulations.

- We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

If you are a new client or an existing client who has not previously supplied information, you are requested to supply both of the following; one item from List A and one item from List B (please note we require certified copies if you are sending these by post or email. If you are bringing in the original documents to our offices – we will make certified copies here)

LIST A – Proof of Identity

1. Current fully signed Passport
2. Current full EU Identity Card.

LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Television Licence renewal notice.
3. Council Tax bill (provided it is fewer than three (3) months old).
4. Recent Tax Coding Notice.
5. Recent Mortgage Statement.
6. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

Body Corporate:

If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

1. Company / organisation full name;
2. Company or other registration number;
3. Registered address and, if different, principal place of business address;
4. Articles of association or

other governing documents;

5. Names of the Board of Directors or members of your management body and its senior management;
6. One item from list A and 1 item from List B above for the officer of the corporate body written confirmation from the corporate body that the officer is authorised to act on its behalf.

- 17.2 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Service/s to you or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

The anti- money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of our bank requesting information about the beneficial owners of our pooled client account, you agree to us disclosing your details to them.

The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a

client, personnel or associated persons/companies.

17.3. Equality and Diversity

We are committed to promoting equality and diversity in all of our dealing with clients, third parties and employees. We have a written equality, diversity and inclusion policy to ensure that discrimination and harassment are prevented and that equality, diversity and inclusion are promoted.

and procedures, We will not discriminate in the way we provide our Services to you or in the way we instruct third parties.

17.4. Financial Services

We are not authorised by the Financial Conduct Authority and if during the course of your matter you need advice on investments, we may have to refer you to someone who is so authorised. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you. The scope of our contract with you, however, does not and will not include giving you advice on the merits of entering into particular investments.

We are also 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 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.

If you have any problem in respect of such services, please let us know. We will try to resolve any problem quickly. If for any reason we are unable to resolve the problem between us, the SRA provides a complaint and redress scheme. We do not manufacture insurance products and are not an insurance company.

17.5. Complaints Procedure

We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows: (a copy of our full complaints procedure is available on request)-

- If you have any complaint or observation (good or bad) about our service, please say so.
- Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.

- If this does not resolve it satisfactorily, tell the Supervising Partner responsible for your case.
- If this does not resolve it satisfactorily, contact Vivian Vernick, the Partner nominated by the practice to ensure prompt and thorough investigation of any complaint.
- If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 1 year from the date of the act or omission giving rise to the complaint or alternatively 1 year from the date you should reasonably have known there are grounds for complaint
- 17.5.1 Contact details:
 - The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk
- 17.5.2. A complainant to the Legal Ombudsman must be one of the following:
 - An individual;
 - 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);
 - A charity with an annual income less than £1 million;
 - A club, association or society with an annual income less than £1 million;
 - 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.
- If you do not fall into any of these categories, 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.

You may also have the right to object to your bill by applying to the Court for an

assessment of the bill under Part III of the Solicitors' Act 1974.

17.6 Regulator

Nothing in these Terms of Business shall prevent you at any time from referring any Matter to the SRA who are for the time being charged with the regulation of solicitors.

18. LAW AND JURISDICTION

The terms on which we provide Services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

19. QUALITY STANDARDS

Due to our own internal quality standards, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/auditing. We believe we have a legitimate interest in acting in this way and take every possible precaution to protect your personal information in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence and all external firms and organisations working with us are required to maintain confidentiality in relation to any files and papers that are audited/ checked by them. Your file(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of Our business, the acquisition of another business by us or the acquisition of a new business. Again, we believe we have a legitimate interest in acting in this way and take every possible precaution to protect your personal information.

20. DISCLAIMERS

20.1 Tax

We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising.

20.2 Property Transactions

We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own

arrangements for any appropriate environmental survey or investigations.

We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

21. DATA PROTECTION

We respect your privacy and we are committed to protecting your personal data. In the course of acting for you, we may receive information relating to you. Further information on how we process your personal data is available in our Privacy Policy, a copy of which is available on request [or can be viewed on our website at any time.

22. PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES

Costs Risk

In litigation matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs and, the successful party usually recovers a proportion of its costs from the unsuccessful party, although there is no certainty about this. You should be aware that: -

- If you make an interim application to Court which does not succeed, you may have to pay the other side's costs, usually within two (2) weeks.
- If you lose the case, you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.
- Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceeds sixty to seventy per cent (60-70%) of actual expenditure.
- As set out above, you will still be liable to pay our costs in full, even if the other party fails to pay the costs awarded to you by the Court.

- Issues which the Court may take into account in assessing the costs payable or recoverable include:
- efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;
- the effects of Part 36 payments and offers of settlement;
- the complexity and size of the matter and the difficulty or novelty of the questions raised;
- the skill, effort, specialised knowledge and responsibility involved;
- the time spent; and
- the place and circumstances in which the work was done.

if the other side is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful.

If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

Funding

You should consider whether the legal work on which you are proposing to instruct us may be covered by legal expenses insurance policy. These policies frequently stipulate that the insured must take preliminary advice from a panel solicitor nominated by the insurance company. In these cases, you may want to defer instructing this Firm until it is established whether or not that policy will cover advice from this Firm.

If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

Statements of Truth

Under the Civil Procedure Rules, and certain documents, such as claim forms, defences and witness statements, must be verified by a statement of truth, to the effect that the party putting forward the document believes the facts stated in it are true. Making a false statement of truth is potentially a contempt of Court for which there is a possible penalty or fine and/or imprisonment.

Whilst a statement of truth can be signed by you or your legal representative, it is our policy that you should sign your own Statement of Truth.

23. REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

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

If you are an individual and you are instructing us for purposes which are wholly, or mainly, outside your trade, business, craft or profession, you will be considered a 'consumer' by law and will have certain statutory rights under consumer legislation. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a statutory right to cancel your instructions to us within 14 days (without giving a reason) if your instructions to us are as a result of a situation where we do not actually meet (i.e. through email and/or telephone contact) or an off-premises contract (i.e. at a meeting between us not held at our offices).

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us Bude Nathan Iwanier LLP, 1-2 Temple Fortune Parade, Bridge Lane, London NW11 0QN, telephone number: +44 (20) 8458 5656, e mail address: info@bnilaw.co.uk and fax number: +44 (20) 8458 5065, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e mail). You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory.

Should you require the work to be commenced within the 14-calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so. By signing and returning the client care letter, you are providing your agreement in writing to enable us to commence work within the 14-calendar day cancellation period. Where you have provided your consent for work to commence within the 14-calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT

and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning the client care letter, we will not be able to undertake any work during that period.

24. INSURANCE

We hold professional indemnity insurance which is adequate and appropriate for the matters we act on. Our qualifying insurers are: -

QBE UK Limited of 30 Fenchurch Street London EC3M 3BD. Our insurance policy number is P23A296083P. The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.

25. FINANCIAL SERVICES COMPENSATION SCHEME

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in Barclays bank plc. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, the FSCS provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

In the event of a bank failure you agree to us disclosing details to the FSCS.

26. LEGAL AID

We do not undertake legal aid work and it is important that you are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's legal costs, and the assisted party

only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may qualify) / alternatively go to the LAA website www.gov.uk/legal-aid or telephone them directly on 0300 20 2020

27. HELP TO BUY ISA SCHEME INFORMATION

The Help to Buy ISA Scheme was launched by HM Treasury on 1st December 2015. If you have taken out a Help to Buy ISA, then you may be eligible for a bonus payment of up to 25% of the closing balance of the Help to Buy ISA subject to a minimum bonus payment of £400 and a maximum of £3000 and provided that you and the property you are purchasing meet the eligibility criteria set out in HM Treasury ISA Scheme Rules. The fee earner with conduct of your matter (who under the Help to Buy ISA Scheme is known as the Eligible Conveyancer) will be able to advise you on eligibility and, if appropriate, will undertake the necessary process to apply for any bonus payment.

If you are purchasing a property through the Help to Buy ISA Scheme, HM Treasury will be the Data Controller of any relevant personal data that is given, via the Eligible Conveyancer, to HM Treasury and to the Administrator and / or any sub-contractor of HM Treasury or of the Administrator, for the purposes of the Help to Buy: ISA Scheme.

The information will be disclosed to HM Treasury and the Administrator for the purposes of verifying the eligibility of a Help to Buy: ISA Bonus payment and payment of Bonus funds, carrying out audits of Eligible Conveyancers and any investigations or compliance work in accordance with the Scheme Rules.

We serve your legitimate interests in disclosing your relevant personal data to HM Treasury, the Administrator and / or to any sub-contractor of HM Treasury for the purposes of verifying the eligibility of a Help to Buy, ISA Bonus payment and payment of Bonus funds; carrying out audits of Eligible Conveyancers; and any investigations or compliance work in accordance with the Scheme Rules.