

MORGAN REED LLP SOLICITORS

TERMS OF BUSINESS

GENERAL

The purpose of this document is to confirm the arrangements between us. Our Terms and Conditions represent a legally binding agreement between you and us.

Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions, we would be obliged if you could sign and return same, prior to us starting to work on your behalf until you sign, date and return one copy of this document for our file.

Before you sign and return it to us, it is important to you that you read and indeed understand this document. This document is provided for you to keep and a copy will be retained on file.

TERMS GOVERNING OUR SERVICES

These terms, together with the Retainer Letter, set out the basis on which we shall provide you with legal services.

“Retainer Letter” means, in relation to the first matter in which you instruct us, the initial retainer letter with which we send you these terms of business and, in relation to any further matter in which you instruct us, any retainer letter we send you in relation to that matter, in each case together with any variations which we may subsequently agree in writing. We follow the Code of Conduct drawn up by the Solicitors Regulation Authority of England and Wales (the “SRA”) which regulates our activities and which is binding on us and enforceable against us.

These terms of business comply with the SRA Standards and Regulations 2019. These are the terms of business which will apply to the services which we provide to you as our client in relation to any matter on which you retain us, unless otherwise agreed by us in writing. When you instruct us to advise on a new matter we shall normally send you a Retainer Letter confirming your instructions on that matter and incorporating these terms of business. In the event of any conflict between these terms of business and any provision set out in a Retainer Letter, these terms of business shall prevail unless and to the extent that the Retainer Letter expresses the intention to override these terms of business.

BUSINESS HOURS

The normal hours of opening our offices are between 09:30am and 05:30pm on weekdays. Due to Covid-19, all office meetings are strict by appointment with the fee earner, otherwise, messages can be left on the answer phone outside those hours and appointments can be arranged at other times when this is essential or necessary.

SKILL AND CARE

We shall carry out our work for you with due skill and care. In order to carry out our services in a prompt, effective and professional manner we shall require your full cooperation and assistance throughout the matter. This may include the provision of information and documents requested by us, your compliance with any applicable timetables by you and prompt settlement of our invoices (see paragraph 3.6 below).

OUR COMMITMENT TO YOU

Our quality policy commits us to:

- **TREAT** you fairly and with respect.
- **REPRESENT** your interests and keep your business confidential.
- **EXPLAIN** to you the legal work which may be required and the prospects of a successful outcome.
- **ADVISE** you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.
- **KEEP YOU** regularly informed of progress or, if there is none, when you are next likely to hear from us.
- **TRY** to avoid using technical language when writing to you and communicate with you in plain language – tell us when we fail in this aim!
- **ADVISE** you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.
- **DEAL** with your queries promptly, for example, we will always try to return your telephone calls on the same day. We undertake to provide a helpful and courteous service at all times.

YOUR COMMITMENT TO US

(What we expect from our clients) to help the smooth progression of your matter and to avoid causing additional work for your solicitor (and hence additional time and cost) you agree:

- To provide us with clear, timely and accurate instructions.
- To pay our fees in strict accordance with what is agreed as per your instructions to us.
- To keep us continually informed of any changes to your circumstances such as your address, status and telephone number and also any changes to the information you have provided us.
- To respond promptly in writing/telephone to any request for instructions you may receive from your solicitor.
- To attend all appointments as required, and as arranged or scheduled.
- We have already undertaken to provide a courteous and professional service to you. We insist that we are treated with equal courtesy and respect. As such we WILL NOT tolerate any client swearing or shouting abusive language to any member of staff. Any incident where a member of our team of staff members is intimidated, or sworn at, or shouted at, will be thoroughly investigated. **WE RESERVE THE RIGHT TO TERMINATE YOUR INSTRUCTIONS WERE WE FEEL THAT WE ARE BEING INTIMIDATED OR THREATENED.** If we did withdraw from a case in such circumstances, you would be provided a notice in writing explaining our reasons for doing so.
- To provide proof of your identity and the source of your finance and any other proof required by the Money Laundering Regulations 2017 (“MLR”)(as amended by the 5th Money Laundering Directive (“**SMLD**”).
- Not to contact your solicitor to request progress reports more frequently than is reasonable or necessary;

- To notify us if you change your address or contact details; and
- Generally, to co-operate with your solicitor and to recognise that failure to comply with these terms will cause additional cost;

COMMUNICATION BETWEEN US INCLUDING UPDATING YOU ON COSTS

- We will update you regularly by telephone or in writing on the progress of your matter.
- We will explain to you by telephone or in writing the legal work required as your matter progresses.
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.
- We will aim to communicate with you by such a method as you may request. We may need to virus check disks or e-mail. Unless you withdraw consent, we will communicate with you and others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.
- We will update you on the cost of your matter at the intervals set out in our letter confirming your instructions. We will tell you, unless otherwise agreed, how much the costs are at regular intervals and in appropriate cases deliver interim bills at agreed intervals; We will explain to you (and confirm in writing) any changed circumstances which will, or which are likely to, affect the amount of costs, the degree of risk involved, or the cost – benefit to you of continuing with the matter. We will inform you in writing as soon as it appears that a costs estimate or agreed upper limit may/or will be exceeded.
- In the event of the required person being out office or not available (for example, because I am in a meeting with other clients) a message will be taken by the PA. We will aim, whenever possible, to return messages on the same day that they are left and to answer routine letters on the day they are received. If the required person is away from the office for more than a day or two arrangements will be made for another member of the firm to deal with any emergencies which may arise.
- You may correspond with me by email, although I cannot always guarantee that I will reply by email, and I should alert you to the risk that the confidentiality of email cannot always be assured. Please do not send me email from your work-place computer until we have discussed this, because of the confidentiality risk.
- Communications with this firm, including emails, may be monitored in the interests of maintaining professional standards. If I am away from the office, I will switch on notification that emails should be forwarded to my secretary.

SCOPE OF OUR SERVICES

The services we provide in relation to any matter will be described in the Retainer Letter or will otherwise be agreed between us at the outset of the matter. Our services will not include advice on tax related issues or the tax implications of any transaction, nor on pensions or pension related issues,

unless expressly set out in the Retainer Letter or agreed in writing during the course of a matter.

AUTHORITY TO INSTRUCT US

Unless instructed otherwise, we shall assume that all of your employees, directors, officers and representatives who give us instructions are authorised to do so and that we may act on their oral instructions. If you retain us as agent for a third party, or purport to do so, you warrant that you have the actual authority of that third party to do so.

EXPENSES/DISBURSEMENTS/FEE EXPENSES

We shall also be entitled to recover from you expenses such as outgoing international telephone calls and fax transmissions, video conferencing, courier charges, travelling expenses (including local travel), the cost of obtaining any necessary law reports and the cost of using on-line legal databases. In particular, but not by way of limitation:

- We may in the course of dealing with your matter produce photocopies which we shall charge to you at our then current rates (which currently range from 20p per sheet for black and white A4 up to £8 per sheet for large colour plans) plus VAT

- We shall charge £12 plus VAT for each automated transfer of monies made on your behalf or such other charge as our bank would charge for a bank initiated automated transfer - if we are obliged to pay over-time to our non-fee earning staff on a particular matter for you, we shall be entitled to recover such over-time payments from you.

DISBURSEMENTS

Disbursements include payments made by Morgan Reed LLP Solicitors for or on behalf of the client, e.g. for significant expenses such as Counsel's fees or smaller expenses such as court fees. We have no obligation to pay for such expenses unless funds have been provided by the client for that purpose. If we incur disbursements on your behalf you will be liable to pay them. You may be required to put us in funds before we incur them; this particularly applies where we need to instruct other professionals (for example, but not by way of limitation, barristers, expert, witnesses, enquiry agents or overseas lawyers), pay official fee or carry out searches on your behalf.

In general, we advise that we can seldom foresee at the outset all the disbursements that will be needed, but we will keep you informed in writing of any significant additional disbursements when they arise and of course obtain your instructions to act in any matter that would require us to incur additional costs on your behalf. Our fee invoice or financial statement will set out disbursements separately from our professional fees.

RECEIVING AND PAYING FUNDS

Our firm has a strict policy as regards cash receipts. Our policy is to not accept any cash. Hence all payments must be paid by Bankers Draft drawn in favour of '**MORGAN REED LLP SOLICITORS**' or banker transfer.

FEEES

By way of explanation, when we refer to:

"fees" we mean our charges for carrying out your instructions; "disbursements" we mean sums which we pay or are liable to pay to third parties on your behalf or in the course of providing our services to you; and

"expenses" we mean our internal costs incurred in providing our services to you.

BASIS OF CHARGING FEES

Except for certain types of transactional work, we usually charge for our services according to the time we spend on matter. Our Retainer Letter sets out the relevant current hourly charging rates. These rates are reviewed annually in April. Our rates do not include VAT, disbursements or expenses, which will be added to our invoice.

Time spent on a matter will include (but not be limited to) meetings with you and/or others (including time spent travelling to and from meetings), attendance at Court (including time spent travelling to and from Court and waiting at Court), considering, preparing and working on papers, documents and correspondence, making and receiving telephone calls and research.

We record time in units of 6 minutes. If a transaction becomes abortive, a charge will be made for the work already carried out, on a time basis unless otherwise agreed in writing. VAT will be payable on this amount and any disbursements and expenses incurred will also be charged to you.

Where the work is particularly complex, very urgent, of substantial value or required to be undertaken outside office hour and in some other special instances, we may charge more than the time-based fees in order to reflect these special factors.

In certain cases, we may agree a fixed fee with you (which will be exclusive of disbursements, expenses and VAT) in which case we will set out in writing the scope and nature of the work to be undertaken within the fixed fee. We shall do so on the assumption that the matter will proceed normally and in the manner discussed with you the fixed fee is agreed and we reserve the right to review the fixed fee if the matter proceeds differently or becomes protracted for reasons beyond our control.

Payments on account

In most matters, we ask clients, at the outset, for a reasonable sum in advance on account of our fees, disbursements and expenses. Requests for payments on account may also be made periodically during the course of the matter. We shall also ask for payments on account where we are required to give an undertaking (which may bind the firm) to pay the fees of third parties. Total fees, disbursements and expenses may be greater than any payment made on account. If you fail to pay us promptly any amount required we shall be entitled to stop acting for you.

In the event that you are our client in relation to a matter together with any other person or entity, you and it/they will be jointly and severally liable to pay our fees, disbursements and expenses (i.e. we can claim the full amount from any or all of you)

Award of costs (contentious matters)

If we are acting for you in a contentious matter and you are successful, the Court or arbitrator may order another party to pay all or part of the costs you have incurred. You should be aware that even if you are successful, the party who is ordered to pay all or part of your costs may not, in the event, be capable of paying them. You will still be liable to pay us the full amount

of the fees, disbursements and expenses on receipt of our invoice; any sums subsequently recovered from the other party will be credited to your account when received. If the other party is legally aided, you may not recover any of your costs and expenses, even if you are successful.

In those matters where another party is ordered to pay all or part of the costs you have incurred, interest will be payable by that party on the amount of the costs assessed from the date on which the order for payment is made only where the costs assessed are £5,000 or more.

You will also be responsible for paying the fees, disbursements and expenses of seeking to recover costs that a Court or arbitrator has ordered the other party to pay.

In some circumstances (for example if you lose the case) the Court or arbitrator may order that you pay all or some of the costs of the other party/parties. This will be payable in addition to our fees, disbursements and expenses.

If you are unsuccessful in an interlocutory application (an interim application prior to trial), the Court or arbitrator is likely to assess the successful party's costs and order their payment usually within 14 days. You will be responsible for payment of the assessed costs. Failure to pay may prevent you from continuing your case.

INVOICES

For property related transactions, we will raise an invoice on completion of your matter. In respect of Litigation matters, we will raise invoices on a monthly basis. Any such invoice will not necessarily be the only or final bill for fees, disbursements or expenses incurred during the period to which the relevant invoice relates.

Our invoices are payable within 7 days of receipt of invoice. However, for matters where we already hold sufficient funds in the client account to cover the invoice that we raised for the specific period, then such invoice will be payable immediately on receipt.

We reserve the right to stop work on a matter and refuse further instructions from you where an invoice is not paid immediately on receipt by you. If we propose stopping work in these circumstances we shall notify you and, wherever possible, discuss it with you before stopping work.

If all or part of an invoice remains unpaid for more than one month, we reserve the right to charge interest on the outstanding amount at the rate applicable to judgment debts or at the rate of four per cent above HSBC Bank Plc's base rate, whichever is higher from time to time.

Our invoices are payable in pounds sterling, and overseas clients are required to pay by bank transfer to our bank in England in accordance with details we shall supply. You will be liable for any bank charges so incurred and such charges should be included in your remittance.

Your statutory rights are printed on the second or front page of all invoices.

You have the right to challenge or complain about our bill. Please see the Complaints section below for details of how to complain about our bill. The procedure for challenging a bill varies depending on whether it relates to a matter involving court proceedings. When we send you a bill, we will explain the relevant procedure for challenging it.

RESPONSIBILITY FOR OUR FEES

In all circumstances you are responsible for paying our fees, disbursements and expenses, whether or not a third party has agreed, or been ordered by a Court or arbitrator, to pay them.

REVIEW OF FEES

Our Fees will be reviewed by the Firm on an annual basis. You will be updated accordingly should such review of fees affect your particular matter.

RAISING QUERIES/CONCERNS/COMPLAINTS

We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about the bill, please contact Mr. Nasser Reed on 0207 402 9000 or by post to Morgan Reed LLP Solicitors at 36 Spring Street, London, W2 1JA.

We have a written procedure that sets out how we handle complaints. It is available upon request.

We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. 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 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for a complaint (if the act/omission took place before 6th October 2010 or was more than 6 years ago).

The Legal Ombudsman's contact details are:
PO Box 6806, Wolverhampton, WV1 9WJ
Telephone: 0300 555 0333—from 8.30am to 5.30pm
Email: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

The Legal Ombudsman deals with complaints by consumers and very small businesses. This means that some clients may not have the right to complain to the Legal Ombudsman, e.g. charities or clubs with an annual income of more than £1 million, trustees of trusts with asset value of more than £1 million and most businesses (unless they are defined as micro-enterprises).

Kindly note that you have the right to object to your bill by making a complaint to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 and, if all or part of our bill remains unpaid, we may be entitled to charge interest.

ELECTRONIC COMMUNICATION

The Solicitors Code of Conduct require that, where we communicate with clients and relevant third parties by email, we must ensure that our clients fully appreciate the risks inherent in email communications and give their express consent to the inclusion of confidential material relating to their instructions in non-encrypted email.

In many instances, email may be the easiest and most convenient form in which to communicate with you and relevant third parties. However, emails are sent over the Internet, which is an insecure medium of communication as messages can pass through the hands of unregulated service providers and networks use by the Internet may be vulnerable to illegal hacking or forms of legal interception

A large proportion of any information we transmit to you by means of email is likely to be of sensitive and privileged nature. Because email communications are transmitted over a public network, we cannot accept responsibility for the accuracy or completeness of the contents of emails, or any attachments, as they are received by you. We also cannot guarantee the confidentiality of email correspondence, although we make every effort to limit the potential damage that could occur from confidential communications being seen by outside parties.

By virtue of you signing and returning the client care letter, you consent to us communicating with you, and third parties in relation to our work for you, by email. You give your consent:-

To us communicating with you and relevant third parties by email;

Acknowledge that we cannot guarantee the confidentiality of any material included in non-encrypted email; and

Agree to waive any claim you may have against us with regard to the confidentiality of email communications.

If you are particularly concerned about the confidentiality of any aspect of any work we undertake for you and desire greater confidentiality than we are able to guarantee, please advise us and we shall ensure that we do not send emails relating to that particular matter.

Further, we understand that some employers enforce strict policies regarding personal email. If we are acting for you in your personal capacity and you ask us to use a work email address for you, we cannot accept liability for any problems that may arise with your employment as a result.

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 accompanies these Terms of Business, is available on request [or can be viewed on our website at any time]

LIABILITY

Duty of Care

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.

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.

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.

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 3 million pounds (£3,000,000.00) but usually the firm exposures is always limited to three times the agreed fees.

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.

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.

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.

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.

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.

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

INSURANCE

In the interests of our clients, we maintain professional indemnity insurance which gives us cover for claims against our firm. Our insurers are International General Insurance Company (UK) Ltd. Our policy number is P/PIA/10701/21/SRA.

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.

REGULATED SERVICES

This Firm is authorised and regulated by the Solicitors Regulation Authority (SRA), which is the regulatory body of Solicitors. Our SRA Number is 520183.

This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website www.sra.org.uk or by calling 0870 606 2555.

Nothing in these Terms and Conditions shall prevent you at any time from referring any matter to the body or bodies for the time being charged with the regulation of solicitors.

LIMITED COMPANIES

When accepting 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 stop acting and require immediate payment of our fees on a time spent basis and expenses as set out above.

COMMISSIONS

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 or the amount is less than twenty pounds (£20) (excluding VAT).

THIRD PARTY PAYMENTS

Where we are instructed by more than one individual client, you will all 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 notwithstanding such a right.

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.

INTEREST PAYMENTS

We are required by the SRA Accounts Rules 2019 to:

- have a written policy on the payment of interest that seeks to provide a fair outcome
- pay interest when it is fair and reasonable to do so in all the circumstances
- pay a fair and reasonable sum calculated over the whole period for which any money is held.

Failure to explain our policy on payment of interest could give the recipient unrealistic expectations about the amount of interest they will receive. Ultimately, this could lead to complaints to the firm and/or Legal Ombudsman.

Generally, we do not pay interest:

- on money held to pay a professional disbursement, once the intended recipient has requested that we delay in paying them

- on money that we have paid into a client account as an advance from the firm to fund a payment on behalf of a client or trust in excess of funds held for that client or trust
- if we have agreed with the recipient to contract out of our obligation to pay interest.

We will pay interest on all other monies held on client account, including any monies we should have held on client account but failed to do so.

Interest will be calculated and paid in accordance with this policy. The amount of interest paid to each recipient will take into account:

- the amount held
- how long we held cleared funds
- the requirement to provide instant access to funds held in client account
- the rate of interest payable on the amount held in an instant access account at HSBC Bank plc where we have our client account
- the practice of HSBC Bank where we have our client account on how often interest is compounded.

Our policy on interest payments is available upon request.

EXCLUSIONS

We shall not be obliged to comply with our section on Complaints above in relation to any dispute in which we seek:-

- an order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or
- a judgment or award for a liquidated sum to which here is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or
- the enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to our section on Complaints above,

nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

CONFLICTS OF INTEREST

Definition

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

Similar Activities

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

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.

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.

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 consent of both parties, evidenced in writing.

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.

CONFIDENTIALITY

Our Duty of Confidentiality

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

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.

Your Duty of Confidentiality

- 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.
- 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.

CHECK BY CERTIFICATION BODY/QUALITY AUDITS

This firm is regulated by the Solicitors Regulation Authority. As a result of this we are or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. We advise that the regulatory bodies of Solicitors take the view that opening a client’s file to an assessor could be seen as a breach of client confidentiality, thus the need for consent. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume that, unless you indicate otherwise, your consent on this occasion will extend to all future matters that we conduct on your behalf. Please do not hesitate to contact us if we can explain this further or if you would like us to mark your file as

not to be inspected. If you would prefer to withhold consent please feel free to tell us so.

FINANCIAL SERVICES AND INSURANCE DISTRIBUTION

We are not authorised by the Financial Conduct Authority and during the course of your matter you need advice on investments, we may refer you to someone who is 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 mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is 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.

EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in all our dealings 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.

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

CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS

We will, at your request, either during the provision or after completion of any Services, release your file to you minus any documents 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 making electronic copies.

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 charge a fee for storage and this fee is £25.

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.

We will keep our file of your papers including emails and any hard copies 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 will not normally charge for such retrieval. However, we may 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 keep files on the understanding that we can destroy them six (6) years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to ask for you, we will not normally charge for such retrieval. However, we may 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.

TERMINATION

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.

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.

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. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

MONEY LAUNDERING REGULATIONS/THE PROCEEDS OF CRIME ACT 2017

To comply with the Money Laundering Regulations 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 systems 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.

Individual:

If you are an individual and 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 UK Driving Licence.

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:

- Company / organisation full name;
- Company or other registration number;
- Registered address and, if different, principal place of business address;
- Articles of association or other governing documents;
- Names of the Board of Directors or members of your management body and its senior management;
- One item from List A and 1 item from List B above for an officer of the corporate body
- Written confirmation from the corporate body that the instructing individual is authorised to act on its behalf.

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 Services 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.

APPLICABLE LAW

Any dispute or legal issue arising from our Terms and Conditions will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts. Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or enforceable, in whole or in part, the remaining terms shall not be affected.

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 a general client premium account with 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.

LEGAL AID

We do not currently undertake legal aid work.

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.

INTELLECTUAL PROPERTY RIGHTS

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-sublicensable 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.

Opinions from Barristers and other Third Parties

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.

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.

JOINT INSTRUCTIONS

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).

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.

If any joint client asks us to transfer documents from our file to them, we will retain our file and will supply copies of the file to each joint client, making the original documents available at one of our offices for inspection by each 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.

EXCLUSIONS

We shall not be liable for:-

- any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or
- any advice or document subject to the laws of a jurisdiction outside England and Wales; or
- any advice or opinion given to you by any third party (whether or not nominated or recommended by us).

EXCEPTIONS

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.

LOSS OF PROFIT

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising 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).

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.

DISCLAIMERS

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.

Planning in 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.

If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving to you.

PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES

This paragraph contains further contractual provisions and important information which we are professionally obliged to give you where the matter relates to litigation or the resolution of disputes by other means (including a non-contentious matter which becomes contentious, or gives rise to further instructions on a contentious matter).

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, although there is no certainty about this. 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;
- 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 a 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, all statements of case (the term for pleadings which includes documents such as claim forms, defences and witness statements) and certain other documents, 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.

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.

PROVISIONS RELATING TO PROPERTY MATTERS:

Green Deal Scheme

Seller(s) of property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property.

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 of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post or e mail) using the contact details in our Client Care Letter before the cancellation period has expired. You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e mail) without delay.]

FUTURE INSTRUCTIONS

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

TO BE COMPLETED BY THE CLIENT

Solicitor’s reference:
(IF THERE IS MORE THAN ONE CLIENT, ALL MUST COMPLETE BELOW)

DECLARATION AND AGREEMENT:

- I/We..... confirm that I/We have read and understood, and I accept the above Terms and Conditions and accompanying Client Care Letter
- I/We have received two prints of this form and have retained one.

FULL NAME (S) of CLIENT (S)
SIGNATURE(S) OF CLIENT (S)
ADDRESS
DATE:

MORGAN REED LLP SOLICITORS
