

Terms of Business of Richardson & Davies Solicitors

1, Park House

Park Road

Station Square

Coventry

CV1 2FL

1. DEFINITIONS

The following definitions apply in all cases:

- “Terms” shall mean these Terms of Business;
- “us” or “we” or “our” or “firm” shall mean Richardson & Davies;
- “you” or “your” shall mean our client;
- “Contract” shall mean the agreement between us and you relating to the provision of our services;
- “Client Care Letter” shall mean our letter referring these Terms to you and setting out any other special terms including the work you have asked us to do and the individuals who will handle it at our firm. Any conflict between the Client Care Letter and these Terms shall be read in favour of the Client Care Letter;
- “Disbursements” shall mean any costs or payments that we incur on your behalf in connection with providing our services, e.g. Counsels’ fees, agents’ fees, search fees, etc;
- “Estimate” shall mean a provisional estimate of our fees, which is not intended to be legally binding;
- “Quotation” shall mean a firm indication of what our costs shall be for acting for you.

2. THE CONTRACT BETWEEN US

Our Client Care Letter, these Terms, and any written amendments that we agree with you shall form the Contract. This Contract will be concluded:

- When you confirm that the provisions of our Client Care Letter are agreed; or
- When you give us any specific instructions to act on your behalf, request advice from us, or after you have received our Client Care Letter and you have raised no objections to their provisions.

3. COOLING OFF PERIOD

Under the terms of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are allowed, where your contract with us was concluded without a face to face meeting and discussions were by telephone, email or letter and also in the event that our meeting to discuss or finalise your contract with us took place elsewhere other than at our office then you may be entitled to a 14 day cooling-off period. You have a right during this period to cancel the contract without charge.

In the event that you wish to cancel the contract we would request that this be notified in writing. There is a cancellation form attached for your convenience.

In the event that you would like us to commence work before the end of the 14 day cooling off period you will need to write to us confirming your intention. An authorisation form is enclosed. Please note that if you wish us to start work prior to the end of the cancellation period you will be liable to pay costs for any work undertaken up to the point of cancellation calculated on a proportionate basis

4. WORK THAT IS NOT INCLUDED

Subject to our Client Care Letter, or unless otherwise agreed to the contrary in writing, our advice shall not include advice on matters relating to:

- The laws of any jurisdiction other than England and Wales; or
- Taxes or duties (other than Stamp Duty); or
- Financial planning; or
- Accounting.

5. INSTRUCTIONS AND AUTHORITY

If you are a company, partnership or other organisation, we may accept instructions from anyone within your organisation unless you have written to us identifying which individuals we are to take instructions from.

When our Contract is with more than one person, unless otherwise agreed in writing, we may:

- Accept instructions from any one of those persons on behalf of all; and
- Correspond with any one of those persons on behalf of all.

6. EVIDENCE OF IDENTITY AND OUR RIGHT TO CANCEL

The law requires solicitors to obtain satisfactory evidence of the identity of their clients, where relevant, other beneficiaries to a transaction and, in some cases, the source of funds. This is a legal requirement on solicitors who deal with money and property on behalf of their clients, primarily to guard against them being used by persons wanting to launder money, which is a criminal offence. To comply with the law, we need to obtain evidence of your identity as soon as possible. Our practice with regard to limited companies or unlimited companies is to carry out appropriate search enquiries at Companies House, the fees for which are currently £60.00 and will appear on your bill. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity and/or authority to instruct us. If you cannot satisfy these requests promptly, we have the right to cancel the Contract immediately on giving written notice to you. Please refer to your Client Care Letter for the type of identity documents we will require in your matter.

7. CONFIDENTIALITY

We are under a professional and legal obligation to keep your affairs confidential. This obligation is however subject to a statutory exception: all UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such as if it concerns HM Revenue and Customs, money-laundering, the proceeds of crime and terrorist financing. These requirements can override our usual duty of confidentiality to you. In addition, these requirements may oblige us to ask you to provide us with information that may be relevant for legal or regulatory purposes at any time. Any failure by you to provide any information of this sort shall entitle us to cancel this Contract on giving immediate written notice to you.

Solicitors may be required by statute to make a disclosure to the National Crime Agency (NCA) where they know or suspect that a transaction may involve money laundering, terrorist financing or The Proceeds of Crime Act 2002. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why

External firms or organisations may conduct audit or quality checks on our practice to ensure compliance with mandatory requirements such as the regulatory standards and/or voluntary standards to which this practise complies. Such external firms or organisations are required to maintain confidentiality in relation to your files. We operate our own in-house file review process to ensure our own quality standards are adhered to and personnel involved in the review process are bound by the firm's confidentiality obligations.

8. DATA PROTECTION

We comply with all relevant legislative and regulatory provisions governing the management and storage of data in both electronic and paper formats. We are registered with the Information Commissioner under the General Data Protection Regulation ("GDPR") and the Data Protection Act 2018 ("DPA 2018") in particular. We comply with the data protection principles, i.e that all data covered by the GDPR (which includes not only computer data but also personal data held in a filing system) is:

- Fairly and lawfully processed;
- Processed for state purposes only;
- Adequate, relevant and not excessive;
- Accurate;
- Not kept longer than necessary;
- Processed in accordance with the data subject's rights and ;
- Secure

If you are a private individual we shall only use any personal data that we have relating to you for the following purposes:

- To identify you as a client of this firm, to confirm any information you have given us and to keep your records up to date;
- To provide you with legal services;
- To process any payments from you;

- To send you information regarding our products and services, including any products and services that we may supply in conjunction with anyone else, unless you ask us not to do so;
- For review and analysis in connection with the management of our practice;
- For legal and regulatory compliance; and
- For producing statistics and other information relating to our business, including statutory returns, providing this shall not identify you personally.

Our use of that information is subject to your instructions, the DPA 2018, and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. Except in certain circumstances, you have a right of access under data protection legislation to the personal data that we hold about you and you should ask us should you need to access this data.

9. DELEGATION OF WORK

The individuals named in your attached Client Care Letter shall have primary responsibility for your work but may delegate appropriate parts of the work to our junior lawyers or other staff acting under proper supervision. You will be assigned a partner at the outset who will have overall responsibility for the work carried out for you.

If you instruct us in relation to issues that fall outside the range of work that is normally done by the named individuals in your attached Client Care Letter, we may refer you to other lawyers within the firm who can assist you, subject to your agreement. We may also recommend to you that you should utilise the services of Counsel or technical experts in certain situations and will instruct those third parties when this is agreed with you. Sometimes we also ask other companies or people to do certain work on our files, such as in contentious work and the preparation of a bill of costs for assessment by the courts and on occasions word processing, photocopying. We will always seek a confidentiality agreement with these outsourced providers and therefore seek to ensure that such providers have taken all appropriate steps to protect your confidential information. If you do not want such aspects of your file to be outsourced, please tell us as soon as possible.

10. CHARGES / DISBURSEMENTS AND OTHER COSTS

OUR FEES

Our fees are usually based on the time we spend dealing with your matter but may also be calculated by reference to other criteria, such as the value of any property involved, any skill and specialised knowledge that may have been required, and the degree of urgency.

The amount of time taken is generally valued at an hourly rate for the individual concerned. Time is recorded in six minute units (1/10th of an hour). Our current hourly rates are set out in our attached Client Care Letter. We may increase our hourly rates in the course of any matter on which we are working on for you and we shall notify you if this should be the case. We generally review our rates once each year.

Unless we agree to the contrary, any time spent by our lawyers in travelling or in waiting to attend any meetings, Court hearings, etc shall be calculated with reference to the hourly rates of the lawyers in question.

Our fees are subject to Value Added Tax (VAT) where applicable. You will provide us with all relevant information in this respect. If your information proves to be incorrect, you shall reimburse us on demand for any interest, penalties or legal costs which we incur as a result.

Our fees are payable irrespective of whether a matter proceeds to completion. Once we have sent you a bill of costs we shall be entitled to pay our fees out of any sums that we receive or hold on your behalf, such as the proceeds of a sale of property.

In litigation matters, unless we agree otherwise, for example by entering in to a Conditional Fee Agreement, we will be entitled to be paid costs greater than those which may be recovered from another party to the proceedings.

We will keep you updated about fees as the matter progresses, in particular, we will tell you how much the fees are at regular intervals. We will explain to you any changed circumstances which will or are likely to affect the amount of costs, the degree of risk involved and the cost-benefit to you of continuing with your matter.

We will inform you as soon as it appears that a cost estimate or agreed limit may be exceeded.

DISBURSEMENTS AND OTHER COSTS

In addition to our fees, you shall also pay to us, with VAT if applicable:

- All Disbursements we make or incur on your behalf;
- The costs of copying and scanning of documents;
- The cost of any foreign telephone calls that we make on your behalf;
- The cost of all travel and accommodation reasonably incurred by us.

We may require you at any time either to pay us sums in advance (a payment on account) of any Disbursements or costs that we may have to incur, or to make any payments of this sort yourself direct to the provider in question.

We are professionally bound to pay barrister's fees once a barrister has been instructed on your behalf. We will obtain your prior agreement to the instruction of a barrister or any other third parties and we will ask you to make payments in advance to us to meet fees associated with their involvement.

ESTIMATES AND QUOTES

Estimates and Quotations are generally based upon your initial description of the matter in question and upon any documentation that you might have given us to consider. Such information may not be sufficient to give an Estimate or Quotation, particularly if documentation needs to be prepared or negotiated, or if any complicated legal points are involved.

Where an Estimate or Quotation is given, it must be in writing to be of any effect. Such effect will in any event be limited in that sometimes a matter is more complicated than we could reasonably have expected from your description or from a preliminary review of that documentation, or unforeseen issues arise as a matter progresses which have a bearing on the amount of time which we need to spend, or upon any Disbursements or other costs which need to be incurred. We shall advise you of any such changes in circumstance, as these matters will fall outside the scope of any Estimate or Quotation which we have given. We shall seek to agree with you an additional fee for such matters, but if no agreement is made, we shall have the right to cancel this Contract on giving written notice to you.

If it is not possible to calculate our charges with reference to a Quotation we have given, they shall be determined with reference to our hourly rates.

Unless we specifically advise to the contrary, all Estimates and Quotations are exclusive of VAT, Disbursements and other costs.

11. BILLING AND PAYMENT

Subject to any special terms in your attached Client Care Letter, billing frequency is at our discretion depending on such criteria as the nature of the matters on which we have been asked to act, the amount of our unbilled fees and the amount of time that is being spent on your matters. We generally invoice our clients on a monthly or quarterly basis and on completion of the transaction. Our invoices are payable in full upon receipt.

If any of our invoices are not paid within 30 days of their delivery to you:

- We may charge you interest on the outstanding amounts at the rate payable on judgment debts; and
- We have the right to suspend work on any matters on which you have asked us to act, or to cancel all or any of our Contracts with you on giving you immediate written notice; and
- Where we are acting for you in a matter before a Court or Tribunal we have the right to apply to that Court or Tribunal to be taken off the record as your lawyers in relation to any legal matter in which we are representing you on giving you 7 days written notice.

Where your attached Client Care Letter is addressed to more than one person, or where we have agreed with the addressee of your Client Care Letter to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

12. MONIES ON ACCOUNT

We reserve the right to require you to pay one or more sums on account of our fees and/or any likely Disbursements or costs at any time before and/or during the course of the work. Any sums we ask you to pay on account may include an element to reflect any VAT that may be chargeable. These sums will be held in your name in our client account.

From these sums, we shall be entitled to settle our invoices for fees, Disbursements or costs after we have advised you of the

fees, Disbursements and costs in question. If it transpires that our invoiced amounts at the end of a matter are less than the sums that we are holding on account, we shall refund the balance to you.

13. FINANCIAL TRANSACTIONS AND METHODS OF PAYMENT

Monies due to us either in payment of bills, for disbursements or funds required to complete your transaction can be paid by cheque, debit or credit card (subject to the limits highlighted below) or bank transfer.

Please ensure that you read fully the attached “HANDLING OF CLIENT FUNDS AND PAYMENT INFORMATION SHEET” which provides full information of how to send us funds and how we will handle financial transactions with you.

Our firm’s policy is to only accept cash up to £350.00. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. We also accept all major debit cards up to £5,000.00 for which there is no fee and all major credit cards up to £5,000.00. PLEASE NOTE THAT DUE TO THE CHARGES LEVIED ON BUSINESS CARD PAYMENTS WE DO NOT ACCEPT ANY PAYMENTS FROM BUSINESS CARDS SO PLEASE ENSURE WHEN MAKING A CARD PAYMENT THAT IT IS A PERSONAL CARD ONLY. We reserve the right to seek reimbursement for any charge made in respect of payments made by BUSINESS CARD.

Where we have to pay money to you, it will be paid by cheque or CHAPS (Telegraphic Transfer) bank transfer. It will not be paid in cash or to a third party unless we are satisfied payment to a third party does not contravene any anti-money laundering laws or the Proceeds of Crime Act 2002 regulations.

14. CLIENT MONEY & PAYMENT OF INTEREST POLICY

We will hold any funds which you remit to us to be held on your behalf in our client account(s). We will only hold your money at a bank or building society where the monies are held at a branch (or head) office in England and Wales.

We currently have our client account with the Allied Irish Bank. We may subsequently open further client accounts at different banks and/or transfer client funds from time to time from one account to another. Whilst we monitor circumstances relating to our bankers and take such action we feel is necessary to protect our finances, we may not be liable to repay money lost through a banking failure. If you are acting in the capacity of a private individual or small business, you may be eligible to obtain compensation from the Financial Services Compensation Fund (FSCF) up to a maximum of £85,000 per person per authorised institution in the event of the bank failing. The compensation limit applies to one individual per failed entity, and so if you hold personal monies with the same bank (or member of a group to which it belongs), the limit remains at £85,000. If at any time you wish your funds to be held in a specific account or in any particular bank or in any other way you should advise us as soon as possible and confirm any such instruction in writing. We undertake no responsibility to advise you where or how your funds should be held.

In accordance with the Solicitors Regulation Authority’s Accounts Rules 2011 we are required to account to you for interest on money held by us in our client account when it is fair and reasonable to do so. The holding of client money is incidental to the carrying out of clients’ instructions. In addition, we are required to hold client money in an instant access account to facilitate transactions. As a result, the rates of interest paid under this policy are unlikely to be as high as those obtainable by yourself.

Interest will be paid where the amount of interest calculated exceeds £20

Where money is held in relation to separate matters for you we will treat the matters and money as separate, unless the matters are so closely related that they should be considered together.

Where client monies are held in our general client account we will pay interest without deducting tax at source. You will be responsible for declaring any interest to HM Revenue & Customs. Where client monies are held in a separate designated client account, interest will also be paid gross

Interest is currently calculated on a daily rate of 0.15%.

Interest will be calculated on cleared client funds. In the case of cheques received, this will be 10 days after the cheque has been deposited with our bank, and for amounts received in cash, or via credit or debit card, standing orders, BACS and CHAPS, interest will accrue from the day of receipt into our client account.

We will normally account to you for interest at the conclusion of the matter. You may contract out of receiving interest by signing a written agreement with us. You may also choose to have any interest earned on funds held by us offset against our legal fees.

This interest policy, including the rates paid and the de-minimis limit of £20, will be reviewed periodically, particularly if changes are made to the Bank of England’s Base Rate.

15. YOUR RESPONSIBILITIES

In order to carry out our services in a prompt, effective and professional manner, we shall require your full co-operation and assistance throughout the duration of our Contract with you. This means that we expect to receive clear, timely and accurate instructions from you and to be provided with documents promptly upon request. In litigation matters you are required by the Court Rules (the Civil Procedure Rules) to safeguard any documents which are likely to be required for disclosure and we will give you further guidance on the types of documents which you are obliged to disclose, as necessary.

16. SERVICE STANDARDS

We will explain to you the legal work required as your matter progresses and provide you with updates, such as the likely timescales, costs and whether the costs still justify the risks.

We are happy to receive queries by telephone, email, fax or letter. The person with responsibility for your matter can be reached by [telephone, fax and/or email], as well as by letter. If he or she is unavailable to take a call, he or she will attempt to return your call the same day but if that is not possible, then your call will be returned within 1 working day. Written correspondence (which includes letters, emails, and faxes) will generally be replied to within 3 working days unless further investigation and/or inability to contact others prevents this. If your correspondence is marked urgent or a specific reply date is requested, we will do our best to prioritise it accordingly.

Our normal office hours are 9.00 am to 1.00pm and 2.00 pm to 5.15 pm Monday to Friday, although, occasionally, appointments may be made outside those hours as circumstances dictate. It is generally not possible to see people arriving without appointments so please contact us should you wish to see the person with responsibility for your matter in person in order to make an appointment.

17. COMPLAINTS

We are committed to providing a high-quality legal service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards. It is important that you raise with us any particular areas about which you are concerned. If you are not happy in any way with regard to the conduct of the matter then you should raise the point or problem with initially the person dealing with your matter who will review the matter with you and endeavour to resolve it to your satisfaction. If you are not satisfied however then at your request the particular point will be referred on to our Mr. W. Evans the designated complaints partner who will investigate the matter and report his findings to you as soon as possible and who will provide you with a copy of our complaints procedure. If you are still not satisfied after following our complaints procedure, you have a right to complain to the Legal Ombudsman an independent complaints body, established under the legal Services Act 2007, that deals with legal services complaints, at PO Box 6806, Wolverhampton, WV1 9WJ. Any complaint to the Legal Ombudsman must usually be made within six months of the date of our final written response on your complaint but for further information, you should contact the Legal Ombudsman on 0300 555 0333 or at enquiries@legalombudsman.org.uk. You may also have the right to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

Please note that you can usually only contact the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint. Complaints must be made within 6 years from the date of the act/omission or 3 years from when you should have known about the complaint. The Legal Ombudsman will not accept complaints where the act/omission date of awareness was before the 6th October 2010. You should also note that the Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for it to be assessed.

Alternative complaints bodies such as Small Claims Mediation(UK) Limited <http://www.small-claims-mediation.co.uk/> also exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. We agree to use Small Claims Mediation (UK) Ltd.

18. LIMITATION OF LIABILITY

As solicitors we are permitted to put a reasonable limit on our liability to our clients provided that:

- The limit on our liability is not below the minimum level of cover required by the Solicitors' Indemnity Rules currently £2,000,000 for partnerships; and
- We can only limit our liability to the extent that the law allows. In particular, we do not limit our liability for death or

personal injury resulting from our negligence.

Our liability to you shall therefore be limited as follows:

- Irrespective of the legal grounds on which any claim against us is made, unless we expressly state a higher amount in our Client Care Letter accompanying these Terms, our liability and loss to you (including any liability for negligence other than for death or personal injury) shall be subject to an aggregate limit of £2,000,000 for all claims and losses resulting from:
 - one act error or omission;
 - one series of related acts or omissions;
 - the same act or omission in a series of related matters or transactions;
 - similar acts or omissions in a series of related matters or transactions.
- For the purposes of this clause, a claim against any one or more of our partners, assistant solicitors, employed barristers, any other members of our staff (whether employees or not) and any company or its employees handling outsourced work as per clause 8 above, arising from one matter or transaction, shall be regarded as a single claim against us and our liability to you shall be limited accordingly.
- We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

19. PROFESSIONAL INDEMNITY INSURANCE

The details of our Professional Indemnity Insurance and the territorial coverage of the policy are available in our office upon request.

20. OTHER MATTERS

We shall not be liable to you for any failure to provide our services caused by matters beyond our reasonable control.

21. REGULATORY MATTERS

We can perform certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you.

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

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but the responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society and the Legal Ombudsman handles complaints about lawyers.

In the event that in the course of your matter we advise or arrange an insurance policy or an indemnity insurance policy we will issue a Demands and Needs Statement to accompany the policy.

22. CONFLICTS OF INTEREST

We have the following rights to cancel this Contract on giving immediate written notice:

- If our own interests conflict with yours; or
- If a conflict of interests arises between you and any of our other clients in relation to the same or related matters, or there is a significant risk that this might happen; or

- If any instructions you give us conflict with our professional duties or obligations as solicitors.

23. TERMINATION

You may terminate your instructions to us in writing, at any time. In some circumstances, we may consider we ought to stop acting for you. We would only do so with good reason and on reasonable notice.

If you, or we, decide to terminate our instructions, we will still be entitled to receive payment for our charges and expenses for services performed up to the date of termination.

You have a right to cancel this contract under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, without any charge at any time within 14 days of your acceptance of our engagement terms. If you wish to do so, you must inform us of your decision to cancel in writing, you may use the attached form for convenience and this may be sent to us via Email Fax or post. Your right to cancel our engagement without any charges being applied will not apply if you agree to us beginning work early in relation to your instructions during the relevant cancellation period.

If you wish us to commence work before the 14 day cooling off period has expired then you will need to complete the attached "Authorisation to Start Work Early". If you sign this form you will still have the right to cancel this contract within 14 days of the date of the form but you will be required to pay our charges for the work done up to the point at which you notify us of cancellation.

24. PAPERS, DEEDS AND DOCUMENT STORAGE

Please make sure that you keep safe all letters, papers and documents which may, in any way at all be connected to a matter.

On completion of your matter or termination of our instructions, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. This is referred to as a "lien".

We will retain files after completion for such period as is required by law or under the SRA rules and codes. We reserve the right to destroy files at the end of that period, which will usually be six years from the conclusion of the matter/retainer. If you require any of the documentation, we would ask you to request such documents at the conclusion of the matter/retainer. We will not destroy any documents which you ask us to deposit in safe custody.

We cannot commit to retaining any papers longer than six years from the end of the matter/retainer. We reserve the right to destroy them after that time without further notice to you.

We are able to keep important documents such as deeds and wills in safe custody on your behalf.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we may charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf. If we are instructed to prepare a new Will or Codicil for you or are subsequently instructed in relation to any estate where we store the Will, we will not make any charge for retrieving from storage or the administration time involved.

If we accept any deeds, Wills or other documents for storage, we are not thereby responsible for checking the accuracy of those documents or for advising on any changes in law which may affect the terms of the documents, including in relation to any tax planning arrangements.

25. EMAIL, FAX AND INFORMATION TECHNOLOGY (IT) MATTERS

Unless otherwise agreed, we may use conventional (unencrypted) email to communicate with you and anyone else that is involved in any matter on which you instruct us. You acknowledge that conventional email may present security risks in certain circumstances and you shall be taken to have accepted those risks unless you tell us not to use that means of communication.

If you would like us to use encrypted email for communication purposes you should notify us in writing. We will endeavour to do so, but this shall also be subject to us making the necessary arrangements with you and any other recipients.

We will use the Email address given by you at the onset of your matter. If at any stage during the course of your matter you want us to contact you on another Email address you must notify us by letter or telephone call beforehand.

If you do not want us to fax you at any fax number where we might ordinarily think you may be contactable, you must inform us of this in writing and provide us with any fax number(s) you wish us to use.

Please note that in order to protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and you should note our internal IT procedures may also impose a delay on our ability to open and deal with certain types of electronic files.

Please also note that we may record and monitor telephone, fax and email communications that are made to or from our offices and staff for the purposes of the The Investigatory Powers (Interception by Businesses etc. for Monitoring and Record-keeping purposes) Regulations 2018.

26. RECOMMENDATIONS

If we should recommend the services of anyone to you such as accountants, surveyors, trade mark and patent agents, foreign lawyers, or anyone else, we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question.

27. AUDITS AND AUDIT ENQUIRIES

If we receive requests for information of an auditing nature from you, your accountants or auditors, we may address our response to you and we may charge you for the time spent in addressing these enquiries at our normal hourly rates.

28. THIRD PARTY RIGHTS

Unless we specifically agree to the contrary in writing, we shall act only on your behalf in relation to the work that we do for you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

Any legal advice that we give you is for your own use only and we shall not be liable to anyone else in relation to that advice (including anyone that you pass or transmit it to) unless we expressly agree to be liable to the recipient(s) in writing.

29. REFERRALS AND COMMISSIONS

If you have been referred to us by an introducer with whom we have a financial arrangement:

- We shall not disclose your information to that introducer unless you consent;
- We shall make clear the amounts involved in your client care letter;
- If we also act for the introducer in the same matter and a conflict of interest arises, we may have to cease acting for you;
- Any advice we give will be independent and you can raise questions on all aspects of the matter.

We are prevented by law and regulations from making a secret profit from our relationship with you. If any occasion arises where there is potential for us to earn a commission or financial benefit (such as a discount or rebate), for instance if we introduce you to another practice to undertake work for you which we cannot do ourselves, we will establish a separate written agreement with you to deal with the acceptance and allocation of any such commission or financial benefit arising.

30. EQUALITY AND DIVERSITY

We are committed to encouraging and promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

31. GENERAL

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and subject to the exclusive jurisdiction of the English and Welsh courts, notwithstanding that you may be based, or our services may be provided to you, elsewhere.

AUTHORISATION TO START WORK EARLY

Client name(s):

Address:

.....

.....

.....

Description of service:

[I/We] authorise Richardson & Davies to commence work on this matter before the end of any cancellation period to which [I am/we are] entitled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

[I/We] understand that [I/we] can still cancel within the cancellation period, but that if [I/we] do so, [I/we] will be liable to pay Richardson & Davies a proportionate amount for the work done until the time when [I/we] informed Richardson & Davies [my/our] decision to cancel the contract.

If all work is completed before [I/we] exercise [my/our] right to cancel, [I/we] will be liable to pay the full cost of the service.

Signature:

Date:

CANCELLATION FORM

To: Richardson & Davies Solicitors

1, Park House, Park Road, Station Square, Coventry CV1 2FL

Email:

Fax:

Client name(s):

Address:

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I/We hereby give notice that I/we cancel my/our contract for the supply of the following service:

Description of service:

Signature:

Date: