

BRETT WILSON LLP
TERMS OF BUSINESS

This is an important document. It sets out the terms upon which we will act for you. It also contains important client care information, including details of our complaints procedure and privacy and data protection policy. It should be read in conjunction with the accompanying letter/email which will contain information particular to your case.

Your instruction of the firm will amount to the acceptance of these terms. If you have any questions regarding this document you should raise them with us prior to proceeding.

1. Our services

- 1.1 We provide our clients with legal advice and representation.

2. Your instructions

- 2.1 At the outset of your case we will agree what work we will carry out for you. Unless subsequently agreed otherwise, any other matter will be beyond the scope of our instructions.
- 2.2 You must provide us with clear and full instructions, all relevant documentation and details of any time limits and other constraints or commercial considerations, so that we have a clear understanding of the relevant facts, issues and your objectives.
- 2.3 We require sufficient funds on client account in advance of each stage of work. If you are unable to maintain sufficient funding it may hinder the progress of your case and/or result in us having to cease acting for you. You should consider this carefully at the start of your case and make any necessary funding arrangements.
- 2.4 We will generally correspond with you by email unless you instruct us otherwise. This is invariably quicker and easier for all parties concerned. You may wish to ensure that we are listed as a 'safe sender' and/or take other steps to reduce the possibility of emails from us being diverted to your 'spam'/'junk' folder.
- 2.5 We do not accept instructions by WhatsApp, SMS or any other form of electronic message (aside from email). This is for data protection reasons and to ensure that all file-related communications are properly captured on our case management system.

3. Our hours of business

- 3.1 Our normal office opening hours are 9.00am to 6.00pm on weekdays. Please arrange an appointment prior to attending the office.
- 3.2 Outside of opening hours we have a telephone answering service or you can send an email. Messages or emails left during this time will normally be returned when our office opens again.

4. People working on your case

- 4.1 You will be advised in writing of the individual with day-to-day conduct of your case and their supervising partner.
- 4.2 A number of individuals may work on a case (particularly on larger cases). However, we will try to avoid changing the individual with day-to-day conduct of your file or the supervising partner. If this cannot be avoided, we will tell you promptly of any change.

5. Our fees

- 5.1 Save where we expressly agree a fixed fee arrangement (see paragraph 8), our charges will be calculated by reference to the time actually spent by staff working on your file. This may include (but is not limited to): meetings, reviewing/analysing documents, creating documents, making and receiving telephone calls, writing or reviewing e-mails, attending court, travel time, and drafting/reviewing inter partes correspondence.
- 5.2 Routine letters, e-mails and texts that we send and receive and routine telephone calls that we make and receive are charged at one-tenth of the hourly rate (regardless of the actual time spent).

Other letters, e-mails and calls are charged on a time-spent basis.

- 5.3 If you wish to limit costs, we encourage you to consider the volume of documentation and emails you send us, limiting it to what is strictly relevant to your case. It can be more cost-effective to limit the number of emails you send or, where advice is required, to arrange a telephone call (which tends to cost significantly less than written advice). These are matters for you, but we ask you to bear in mind that we are bound to review and reply to all emails we receive and you will be charged accordingly (whether or not it progresses your case).
- 5.4 The hourly rates applicable to your instruction will be set out in writing (normally in the letter/email which accompanies this document). We will add VAT to these at the rate that applies when the work is done (unless the services provided are outside of the scope of UK VAT). At present, VAT is 20%. Our VAT registration number is 989 4725 45.
- 5.5 We cannot offer tax advice on whether our invoices can be treated as business expenditure and/or entitle you to any other form of tax relief. This will normally depend on the nature of the instruction and your individual circumstances. You should seek specialist advice from an accountant on such matters.
- 5.6 We cannot and will not render an invoice to a third party unless it has previously been agreed between us and them that they will have contractual liability for your fees. Again, the third party will be responsible for taking their own tax advice. If your matter relates to civil proceedings, any third party should take independent legal advice on the potential adverse cost consequences of them funding your litigation.
- 5.7 Where a third party has agreed to pay our fees you will remain responsible for providing instructions and the third party will not be privy to those instructions unless you authorise us accordingly (and you may withdraw your authorisation at any time). The third party will not become a client of the firm or be owed any duty by us. You will remain jointly and severally liable for our fees.
- 5.8 Hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed on an annual basis. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.
- 5.9 When determining hourly rates we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken and any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.
- 5.10 We may need to pay out various expenses on your behalf, including counsel (barrister)'s fees, travel expenses, court fees, Land Registry fees, translation fees, process server/enquiry agent fees, experts' fees, courier fees and bank fees. We refer to such payments as 'disbursements' and 'incidentals'. We are under no obligation to incur such liabilities unless and until you have placed sufficient funds on client account. By way of example, we will not instruct any barrister or expert without having received a sufficient payment from you to cover such fees.
- 5.11 If for any reason we cease acting for you, we are entitled to charge you for the time spent working on your case.
- 5.12 From time to time we may arrange for work on your file to be carried out by persons not directly employed by us (e.g. freelance lawyers, locums, consultants or agents). Such work will be charged to you at the hourly rates which we have agreed with you.

6. Costs estimates

- 6.1 For each instruction, we will endeavour to provide a best estimate of our fees. We will also, insofar as is possible, provide an estimate for any anticipated significant disbursements, e.g. counsel's fees.

- 6.2 In certain situations, it may not be possible to provide an estimate at the outset of a case (e.g. where urgent work is required and/or the scope of the work is to be determined).
- 6.3 We make every effort to ensure our costs estimates are as accurate as possible, although in litigation matters it can be particularly difficult to predict costs, especially at the outset. This is because it is often impossible to tell how your case will develop and there are many factors beyond our control (not least your opponent's conduct).
- 6.4 We may provide an estimate within a range or for a stage of the work. If so, we will endeavour to provide revised estimates as the case progresses.
- 6.5 We will aim to provide a revised estimate if the nature of the case changes and/or there are unanticipated developments.
- 6.6 Our estimates are based on the information you provide to us. It is therefore important that you provide us with all relevant information at the outset. If you withhold information or change your instructions this is likely to affect the accuracy of any estimate we have provided.
- 6.7 Our estimates are not fixed fees, quotes or caps and you will be billed for the work we do in accordance with paragraph 5 of this document.
- 6.8 It is not practicable for us to provide an estimate or seek your express authority to incur costs in respect of each and every distinct aspect of your instruction/ongoing litigation. Where we are retained to advise and represent you in respect of a dispute, we will have your ongoing authority to act on your behalf generally and incur costs where necessary. Equally, although our general practice is to require funds on account of costs ahead of undertaking any substantive work, the fact that we may not have funds on account, or sufficient funds on account at any given time, does not mean that you are not liable for any work undertaken. As with estimates of costs, payments on account of costs do not amount to fixed fees or caps.
- 6.9 Estimates we provide for litigation do not include the likely cost of any prospective appeal, detailed assessment/costs proceedings or enforcement proceedings.
- 6.10 If you have any questions about any estimate we provide, you should contact us promptly to seek clarification.
- 7. Payment arrangements and client funds**
- 7.1 We require all clients to settle any outstanding invoice(s) and make a payment on client account in advance of each stage of work being undertaken. The amount requested on client account will normally be in line with the anticipated cost of the upcoming stage (taking account of VAT and any likely disbursements). This is standard practice across the legal profession. It ensures that solicitors' fees and disbursements are met and assists clients in knowing how much the instruction is costing them as their matter progresses. The firm operates a blanket policy in this respect and we are unable to provide services where a client is unwilling or unable to place sufficient funds on client account.
- 7.2 Sums held on client account will be used to settle (or part-settle) any invoices as they are issued. If you have more than one file with us, we are entitled to use funds held on client account to settle any invoice on any matter. We will normally settle the oldest outstanding invoice first. By instructing the firm and accepting these terms, you authorise us to use client funds in this way and acknowledge that we do not need to seek further authorisation from you in respect of individual invoices (for the avoidance of doubt, this does not affect your right to challenge any invoice we raise).
- 7.3 We will normally issue invoices at appropriate points in a case (e.g. after an agreed item of work has been completed). In an ongoing matter we will endeavour to issue invoices on a monthly basis, save where little or no work has been undertaken in the preceding month.
- 7.4 Invoices will be delivered by email, unless otherwise agreed with us.
- 7.5 If requests for funds on client account are not met with prompt payment (i.e. before the work is required), delay in the progress of a case may result. In the unlikely event of an invoice not being settled or a request for payment not being met, the firm is entitled to terminate its retainer/stop acting for you.
- 7.6 If we stop acting for you and there is ongoing correspondence with any third parties it will normally be necessary for us to write to them and notify them that we are no longer instructed. Additionally, if we are on the court record in any proceedings it will be necessary for you to file and serve a Notice of Change on all parties and the court. We can assist you with this process. However, if you fail to cooperate (i.e. you do not promptly sign and return a Notice of Change) we will need to apply to the court to be removed from the record. If this is necessary then you will be liable for the costs we incur in making such an application. These costs will be calculated with reference to the hourly rates applied to this instruction together with the court fee and any other disbursements.
- 7.7 If there is any balance due from you following the raising of an invoice, payment is due to us within 28 days (save that earlier payment will be necessary if you require us to undertake further work). Interest will be applied on a daily basis at a rate of 8% per annum from the date of the invoice in cases where payment is not made within 28 days of delivery of the invoice.
- 7.8 In the unlikely event that it is necessary for us to seek the recovery of any unpaid invoice(s) in the County Court or High Court, you agree that we are entitled to also recover our cost of those proceedings (including enforcement costs). These costs will be calculated with reference to the hourly rates applied to this instruction together with the court fee and any other disbursements. You will be liable for these costs regardless of the value of the claim and the track it is allocated to (including the small claims track) and you agree that the costs will not be limited to any fixed cost provision that may normally apply in any proceedings.
- 7.9 The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This includes correspondence and other documents held on your file and those created or received during your matter. This is known as a 'general lien'. We are not entitled to sell property held under a lien, but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs. By agreeing these terms, you acknowledge and accept this.
- 7.10 If we are conducting litigation for you, we have additional rights in any property (including money) recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. If we receive damages or settlement money in client account, we are entitled to use these funds in part or full to settle any invoice.
- 7.11 We do not accept payments by cash or cheque.
- 7.12 Unless expressly agreed, we will not pay settlement sums/damages/costs payments on your behalf from monies held on client account. Where we do agree to make such payments, settlement monies must be sent directly from your own account to our client account by bank transfer. We will not accept credit or debit card payments in order to make settlement payments on your behalf.
- 7.13 At the conclusion of your matter, we will return any remaining money held on client account. This money can only be returned by bank transfer. We are not able to pay third parties from your client account, save where the proposed recipient has funded your matter and the money remaining on client was originally paid directly to us by them.

- 7.14 The firm cannot hold or disburse funds on client account for any other purpose than the specified regulated activity for which it has been instructed.
- 7.15 Please be vigilant of cyber fraud. Fraudsters frequently pose as solicitors with the intention of intercepting payments. This is typically done by the fraudster 'spoofing' a solicitors' email address (i.e. making it seem that the email has come from the recipient's solicitor), using the firm's logo, and providing alternative bank account details. This may occur where email accounts (typically on the client side) have been compromised or where the fraudsters otherwise know that an individual is using a particular firm of solicitors. We will never email you updated bank account details. If making a large payment to us for the first time, we recommend that you telephone us using the number on our (or the Law Society's) website to verify our client account details. Where we are making a payment to you of more than £500 we will telephone you on the number you provided at the outset of your instructions to verify your bank account details.
- 7.16 The firm does not generally hold large sums of client money for a prolonged period of time. Accordingly, client funds are pooled in a current account which does not attract a significant level of interest. We will not account to you for any interest that accrues on money held on client account unless this is expressly agreed with you in advance, and then only where the interest accrued exceeds £100. This is because the administrative costs of accounting to you for the interest are likely to exceed the amount of interest in question. In the unlikely event that we may be required to hold a significant amount of money on your behalf for a significant period of time, you may request that we open a designated deposit account for you (in which case we will account to you for all interest, after the deduction of costs associated with setting the account up). Whether we are able to open a designated account for you will be a matter for our sole discretion and subject to our bank's approval.
- 7.17 If you have any queries in relation to an invoice you should discuss these with the fee-earner responsible for your matter at the earliest opportunity. If this does not resolve the matter and you are unhappy with the invoice you should follow the procedure set out at paragraph 20 below.
- 7.18 In relation to contentious matters (e.g. where court proceedings are involved), you have the right to object to an invoice and apply for an assessment of an invoice under Part III of the Solicitors Act 1974. If you intend to exercise this right we recommend that you seek independent legal advice, particularly as there are strict time limits and an unsuccessful challenge may have adverse cost consequences.
- 7.19 In relation to non-contentious matters, if you are an individual (or in certain circumstances a business, charity, club, trustee or personal representative) you can contact the Legal Ombudsman to make a complaint about an invoice. See paragraph 20 below for details.
- 8. Fixed fee agreements**
- 8.1 We may agree a fixed fee for a specified item of work (e.g. a preliminary consultation). If so it will be based on the following assumptions, in addition to any specific assumptions set out in the letter/email that offers the fixed fee (e.g. the amount of material we will review ahead of a consultation):-
- disbursements, expenses and VAT are payable in addition to the fixed fee;
 - there will be no substantial renegotiation of terms once we have commenced our work;
 - the matter will be concluded reasonably smoothly and in accordance with the scope of work and specific actions agreed.
- 8.2 You must provide us with full and clear instructions at the outset of the case. If it becomes clear that further work is required as a result of you withholding significant information from us prior to us agreeing to act on a fixed fee basis, then we reserve the right to terminate the agreement and/or charge for work already undertaken on a time-spent basis (see paragraph 5).
- 8.3 If you instruct us to undertake work that goes beyond the remit of the fixed fee agreement we will charge for work undertaken on a time-spent basis (see paragraph 5). We will notify you of this in writing prior to undertaking any such work.
- 8.4 If you instruct us to undertake work on a fixed fee basis and subsequently withdraw your instructions, we are entitled to charge you the full fee. At our absolute discretion (depending on how much work has been done), we may agree to refund part of the fee.
- 9. Legal aid**
- 9.1 You have instructed us on a private basis. However, if you have a relatively low income and/or do not have large savings or other assets and/or are in receipt of means tested benefits you may be eligible for legal aid. The availability of legal aid for civil litigation is very limited (for instance it is not available for defamation or privacy matters). Legal aid is more readily available in criminal litigation.
- 9.2 We do not hold a legal aid contract and are unable to act for clients on a legal aid basis. Information on legal aid can be found here: <https://www.gov.uk/check-legal-aid>. If you are entitled to legal aid and you wish to use legal aid solicitors, details of firms holding legal aid contracts can be found here.
- 9.3 In some criminal matters in the Crown Court, you are required to make an application for legal aid and be rejected as financially ineligible in order to seek to recover a portion of your legal costs in the event of an acquittal (if applicable). If you would like to discuss this, please let us know. We will not take any steps in this regard on your behalf.
- 10. Legal expenses/'before the event' insurance**
- 10.1 Some insurance policies contain legal expenses cover (e.g. household or directors and officers insurance policies). Some policies may even insure you against any compensation payment you might be required to make if you are defending a claim. If you have a policy that might include such cover you should bring it to our attention so that we can ascertain if any relevant cover is available. It is your responsibility to bring the existence of any policy to our attention. This should be done at the outset as most insurers will require you to notify them of a claim promptly and seek prior authorisation from them before taking substantive steps in any litigation. Insurance companies will often seek to refer you to 'panel solicitors', but you are not normally obliged to use them.
- 10.2 In the event that your insurers are able to assist with your legal costs, the terms in this document will continue to apply. You will remain liable for our fees and still be required to make payments on account and settle our invoices as your matter progresses. You will need to seek to recover these costs (in part or full) from your insurers.
- 10.3 We can assist you with the recovery of fees from insurers but will charge you for the time spent doing this. You should be aware that insurance companies often cap the hourly rates and/or fees they will pay out. We are not responsible for any shortfall in relation to the recovery of costs.
- 11. Recovery of costs from your opponent/the risk of an adverse costs order/'after the event' insurance**
- 11.1 In most civil litigation, the unsuccessful party is normally ordered to pay a contribution to the successful party's legal costs. This means that if you succeed in your case, you may be able to recover some of your legal costs from your opponent. Conversely, if you are unsuccessful, you may be ordered to pay a contribution to your opponent's legal costs.
- 11.2 Where a costs order is made in civil litigation, the unsuccessful party will rarely be required to pay all their opponent's legal costs. Typically, a court will award between 60 and 80% of costs incurred. Different orders may be made if a party has beaten or unreasonably rejected a settlement offer or acted unreasonably.
- 11.3 Your opponent may not be in a position to satisfy any costs order (and/or you may incur further fees seeking to enforce an order).

If the other party is in receipt of legal aid no costs are likely to be recovered. These are matters that should be considered at the outset of any civil litigation.

11.4 In civil litigation, where a county court claim is on the 'small claims track' (typically where the value of the claim is less than £10,000), costs orders are unusual, save where there is a contractual entitlement to costs or the court finds that there has been unreasonable conduct in the litigation. This means that each party usually bears their own legal costs.

11.5 In criminal proceedings, the ability to recovery of costs is limited. An acquitted defendant is not automatically entitled to a costs order in their favour. The Court may decide that there should be no order for costs if he/she believes the defendant has "brought the prosecution on himself/herself". In addition to this, in the Crown Court, a defendant must be able to show that they applied for and were refused legal aid (on the basis of financial ineligibility). Where a costs order is made, the amount is subject to assessment and will be capped at 'legal aid rates' (which are usually less than 25% of commercial rates). Accordingly, even where a costs order is made you are likely to be substantially "out of pocket".

11.6 Where we agree to act for you in criminal proceedings, you acknowledge the contents of paragraph 11.5 and agree that we are not responsible for assisting you in making an application for legal aid (we do not hold a legal aid contract). If you are facing proceedings in the Crown Court, if you wish to preserve the ability to seek to recover a contribution of your costs you should consider contacting a firm that undertakes legal aid work (<https://www.gov.uk/check-legal-aid>) so that you can demonstrate that you applied for legal aid and it was refused.

11.7 In regulatory or Proceeds of Crime Act proceedings, costs orders are rarely made or are not available, even where proceedings have successfully been defended.

11.8 In family law proceedings, costs orders are unusual, but the court does have a discretion to make a costs order (e.g. if a party acts unreasonably).

11.9 You will always have to pay our fees in full regardless of the amount you recover from your opponent. You will also be liable for our costs of taking any enforcement action against your opponent in respect of any outstanding costs/damages order (should you instruct us to take such action). Enforcement proceedings are typically dealt with as a separate instruction and will be subject to a separate costs estimate.

11.10 In civil litigation, arrangements can sometimes be made to take out insurance to cover the risk of a costs order being made against you. This is known as 'after the event' insurance. Insurers will look at a number of factors, the most significant being the strength of your case and whether the premium can be recovered from the opponent (in which case it is often deferred and only payable in the event of success). Where a premium cannot be recovered, you may be able pay the premium yourself (although the cost of the premium may render such a policy uncommercial). Please discuss this with us if it is of interest.

12. Storage of and retrieval of documents

12.1 We do not generally maintain paper files. Core documents are saved on to our electronic case management system. Any paper documents are normally destroyed at the conclusion of a case.

12.2 Whilst we do not routinely delete electronic files, we do not guarantee to store them ad infinitum. Typically, electronic files are maintained for at least six years from the date the case concludes.

12.3 Assuming, they are available, we will normally be able to provide you with copies of the following documents from your file on request:-

- a. Documents you or third parties provided to us concerning your matter.
- b. Correspondence between ourselves and the opponent/third parties concerning your matter.

c. Final versions of documents created by us for the purpose of fulfilling your instructions.

d. Counsel's Opinions

We will not normally provide copies of communications between yourself and the firm, internal emails, notes and/or working documents.

This information will be provided electronically in PDF format. We are entitled to charge you for the time spent preparing this documentation and providing it to you (and to require a payment on account before providing documentation). We will not provide any documentation if any invoice(s) is/are outstanding (see paragraph 7.9 above).

13. Financial services and insurance contracts

13.1 We are not authorised to provide investment advice. However, as we are regulated by the Solicitors Regulation Authority (SRA), we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

13.2 We are included on the register maintained by the Financial Conduct Authority ('FCA') so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts (e.g. sourcing after the event insurance policies). Insurance mediation activities and investment services, including arrangements for complaints or redress if something goes wrong, are regulated by the SRA. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register. The firm is included on the Solicitors Regulation Authority EPF register for the purposes of incidental insurance mediation activity.

14. Termination

14.1 You may terminate your instructions to us in writing at any time.

14.2 If at any stage, you wish us to stop work/incurring charges you must tell us this clearly in writing.

14.3 We cannot advise you, undertake work for you, continue to act for you or remain on the court record if you fail to make any payment on account or settle any outstanding invoice when requested. In these circumstances, we are entitled to terminate this agreement.

14.4 We are also entitled to terminate this agreement in the following scenarios (which are non-exhaustive):-

- a. Where you have instructed us to undertake further work which is beyond our expertise.
- b. Where you have instructed us to act in a way which is unlawful and/or unethical.
- c. Where, in civil proceedings, you fail to comply with your disclosure obligations (see paragraph 18 below).
- d. Where you insist on us advancing a case which has no legal or factual basis or is otherwise dishonest.
- e. Where it transpires you have misled us/provided us with dishonest instructions.
- f. Where you have failed to provide instructions on request, including but not limited to failing to provide full instructions and relevant documents at least two months ahead of any limitation deadline.
- g. Where you contact your opponent, their legal representatives, the court or counsel directly.
- h. Where you have indicated that you will not comply with any of the terms in this document and/or any other agreement reached with us.

- i. Where you have failed to provide identification documentation (i.e. formal photographic identification and proof of your address).
 - j. Where you have instructed us not to undertake any further work for you and this means that we are unable to properly conduct the litigation on your behalf (e.g. we cannot respond to inter partes correspondence or comply with deadlines).
 - k. Where you have been asked to place funds on account of costs and have refused to do so.
 - l. Where we consider that there has been an irrecoverable breakdown in our relationship with you.
- 14.5 We will notify you if we intend to terminate our agreement, save that the agreement will automatically be deemed to have been terminated (a) at the conclusion of your case, (b) if you instruct alternative solicitors, (c) if you, or other solicitors on your behalf, file/serve a Notice of Change in proceedings or (d) if we pursue debt recovery proceedings against you.
- 14.6 As per paragraph 7.9 above, we will be entitled to keep all your documents (and will not provide copies of the same) whilst any of our invoices are outstanding.
- 14.7 If we stop acting for you then the provisions set out at paragraph 7.6 above relating to third parties and the court record apply.
- 14.8 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, for some non-business instructions you may have the right to withdraw your instructions, without charge, within 14 working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the individual responsible for your work.

15. Joint instructions and limited companies

- 15.1 Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them. We reserve the right to continue to apprise each client of developments on their case or seek to verify instructions. All parties will be jointly and severally liable for our fees unless agreed otherwise.
- 15.2 When accepting instructions to act on behalf of a limited company or limited liability partnership, where there is more than one director/member, we may require confirmation from all directors/members as to which individuals are authorised to provide us with instructions on behalf of the company. We may require identification from each director/member. We reserve the right to continue to apprise all directors/members of developments on the instruction or seek to verify instructions.

16. Tax advice

- 16.1 We are unable to offer any form of tax advice. On occasions work that we do for you may have tax implications or necessitate the consideration of tax planning strategies. Such matters are beyond the scope of our instructions and if tax issues arise we recommend that you seek advice from an accountant/specialist adviser.

17. Identification

- 17.1 We require all clients to provide identification at the outset of an instruction. This must include a photograph and their current address. We will need a copy of either a driving licence photocard (which contains both) or, alternatively, your passport photo page and a recent bank statement.
- 17.2 We may, at our discretion, advise you in consultation and undertake preliminary work for you prior to the provision of such identification. However, we will not correspond with or otherwise contact third parties on your behalf unless/until identification has been provided.

- 17.3 If your address changes during the course of our instruction, you must provide an updated form of identification showing your new address.

18. Your disclosure obligations (civil litigation)

- 18.1. If civil litigation is contemplated, you must preserve all documentation (including electronic documentation) relevant to any issue in the dispute, whether helpful or unhelpful to your case. If the matter proceeds to court you may be required to make this material available to your opponent. This aspect of proceedings is known as 'disclosure'. If you withhold, conceal or destroy documents you may be found in contempt of court (for which you can be fined or imprisoned). If civil litigation is contemplated it may be best to avoid creating new documents concerning the subject matter as these may be disclosable (this does not include your communications with us, which are privileged).
- 18.2. We have an independent duty to the court to assist with the disclosure process. If we become aware that you are not complying with your disclosure obligations we will normally have to cease acting for you.

19. Confidentiality

- 19.1 Solicitors are under a professional and legal obligation to keep the affairs of their clients confidential. This obligation, however, is subject to some exceptions as set out below.
- a. Legislation on money laundering and terrorist financing has placed solicitors and other regulated individuals under a legal duty in certain circumstances to disclose information to the National Crime Agency ('NCA'). Where a solicitor knows or suspects that a transaction/transfer (or attempted transaction/transfer) of funds involves money that has derived from criminal activity or for use in criminal activity, the solicitor is normally required to make a disclosure to the NCA. If, while we are acting for you, it becomes necessary to make such a disclosure, we will normally not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'.
 - b. Our firm may be the subject of audits, quality checks or complaints. We may need to provide the SRA, the Legal Ombudsman's Office or similar organisations/accredited companies with file-related documentation for such purposes. These organisations will always be under a duty to keep client information confidential.
 - c. We may outsource work. This might include (but is not limited) telephony, IT, transcribing, translation or photocopying services. We may also use freelance/consultant/locum lawyers, barristers and costs consultants/lawyers. Third parties will always be under a duty to keep client information confidential.
 - d. We may submit outline details of highlighted cases to the legal directories (specifically The Legal 500, Chambers and Partners, The Times Best Law Firms, Spears 500 and Tattler Address Book). Unless these details are a matter of public record, this information will always be anonymised (i.e. will not include any identifying information).
 - e. We may need to provide limited information to your opponent's solicitors if they are ordered to pay your costs and we have to meet obligations to reveal details of the case to them and to the court in order to justify the costs.
 - f. Where a corporate client becomes insolvent, the Official Receiver or an insolvency practitioner is normally entitled to papers held on the file.

20. Complaints procedure and regulation

- 20.1. Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. However, if there is any aspect of our service with which you are unhappy please do let us know. In the first instance, please raise your concern with the individual who has

day-to-day conduct of your case. If you still have queries or concerns, please contact their supervising partner.

20.2 We would ask that you set out your concerns in writing so that the matter can be properly investigated. However, should you prefer, you may contact the supervising partner by telephone (020 7183 8950). Where your complaint relates in whole or part to the supervising partner, the matter will be investigated by a separate partner.

20.3 If you are unsatisfied with our handling of the matter you can contact the Legal Ombudsman and ask them to consider your complaint. You must complain to us before contacting the Legal Ombudsman and wait until our final response (or eight weeks from the date of your complaint).

20.4 A complaint to the Legal Ombudsman must normally be made

- a. within six months of our formal response to your complaint; and
- b. (i) within one year of the date of the act or omission you are concerned about or (ii) within one year of the time at which you should reasonably have realised that there was cause for complaint.

The Legal Ombudsman's contact details are: PO BOX 6806, Wolverhampton, WV1 9WJ. Telephone: 0300 555 333.

20.5 The firm is regulated by the Solicitors Regulation Authority (SRA). Relevant regulations can be found at <https://www.sra.org.uk/consumers/>.

21. Privacy and Data Protection

21.1 In providing legal services to you it is necessary for us to collect and hold your personal data (and that of third parties that are involved in your case). In accordance with data protection legislation, the following paragraphs set out:-

- a. who we are for the purposes of data protection law;
- b. the personal data we collect and store, and how we do this;
- c. why we collect personal data and what we do with it;
- d. how we store your information and keep it secure;
- e. your data protection rights and how to exercise them; and
- f. how to contact us in relation to a data protection matter.

21.2 If you have visited our website (www.brettwilson.co.uk), this information supplements that contained within our online privacy policy, which can be accessed at www.brettwilson.co.uk/privacy-policy/.

21.3 **Who we are.** For the purposes of data protection legislation, Brett Wilson LLP is a 'Data Controller'. The firm is registered as such with the Information Commissioner's Office ('ICO'). Our registration number is Z2264322.

21.4 **What type of personal data do we process?** In the course of our business of providing legal services, we process many different types of personal data. Categories of personal data we process include the following non-exhaustive list:-

- a. personal details/contact details;
- b. information about family/friends;
- c. information about relationships;
- d. information on lifestyle and social circumstances;
- e. financial information;
- f. information about employment;
- g. information about education/qualifications; and
- h. information about business affairs.

We may also process the following special categories of personal data:-

- a. information relating to health (physical or mental);
- b. information relating to race or ethnic origin;
- c. information about political opinions;
- d. information about religious or spiritual beliefs;
- e. information about trade union memberships;
- f. information about sex lives;
- g. information about sexual orientation;

- h. information about criminal convictions;
- i. information about criminal proceedings; and
- j. information about allegations of criminal wrongdoing.

21.5 **How do we collect personal data?** This is nearly invariably done by our solicitors and other staff receiving information from you, witnesses and other parties (e.g. opponents), and from any factual research we carry out (e.g. internet searches or the instruction of enquiry agents).

21.6 **Whose personal data do we process?** We process personal data about you and the other parties involved or referred to in your matter. We also process the personal data of prospective clients and fellow professionals (e.g. barristers, other solicitors, experts, court staff and members of the judiciary).

21.7 **What is our lawful basis for processing personal data?** Data protection legislation requires data controllers to have a lawful reason for processing personal data. Our reasons for processing personal data (including special categories of personal data) are:-

- a. contractual necessity (i.e. to fulfil our contractual duty to provide you with legal services);
- b. legitimate interests, including:-
 - i. to provide legal services;
 - ii. for invoicing, accounting, banking and administration services connected to the above;
 - iii. for training purposes;
 - iv. to fulfil regulatory requirements;
 - v. for data security purposes; and
 - vi. for marketing purposes (you can remove yourself from our mailing list by clicking on the unsubscribe link at the foot of our legal update newsletter).
- c. compliance with the law (e.g. filing HMRC returns and complying with regulatory obligations);
- d. performance of a function carried out in the public interest, e.g. processing data in connection with the administration of justice.
- e. consent: by agreeing to these terms you consent to us processing your personal data (including special categories of personal data) in the manner set out in this document.

21.8 **Do we share personal data?** We may provide your personal data to the following recipients as we deem necessary:-

- a. other solicitors;
- b. other parties involved in litigation;
- c. witnesses and prospective witnesses;
- d. barristers and their clerks;
- e. our staff and external consultants/freelancers;
- f. court staff and members of the judiciary;
- g. law enforcement agencies and government departments;
- h. the SRA;
- i. the Legal Ombudsman's Office;
- j. expert witnesses;
- k. our accountants;
- l. our bank;
- m. our digital marketing agency;
- n. our external IT consultants;
- o. the operators of our email exchange;
- p. outsourced service providers, including transcribers, translators and reprographic companies; and
- q. any other party where we seek your consent beforehand.

21.9 We do not use automated decision-making in the processing of your personal data.

21.10 **How long do we keep your personal data for?** Data created or obtained during the course of your matter may be kept on our system indefinitely. The principal reasons for this are that this data may be relevant to future instructions and/or you may request information relating to a previous case in the future (e.g. to evidence the outcome of legal proceedings etc). However, we do not guarantee to store personal data indefinitely and have the right to destroy it at any time after your case has concluded.

21.11 **How do we keep your personal data secure?** We have security measures in place designed to ensure appropriate security for your personal data, including protections against unauthorised or unlawful access and against accidental loss, destruction or damage. Access to your personal data is limited. Measures are in place to ensure that all persons who have access to your personal data process it in accordance with the law and the relevant provisions in this document. This supplements the duty of confidentiality we owe all clients. We also take steps to ensure that any third-party data processors are bound by contractual safeguards.

21.12 **Your Data Protection rights.** You have the following rights under data protection law:-

- a. the right to be informed about the collection of your personal data;
- b. the right to access to your personal data, and the right to request a copy of the information we hold about you;
- c. the right to have inaccurate personal data that we process about you rectified;
- d. in certain circumstances, you have the right to have personal data that we process about you blocked, erased or destroyed;
- e. the right to object to, or restrict the processing of personal data concerning you for direct marketing or your continued processing of personal data; and
- f. in certain circumstances, the right of portability of your data.

21.13 If you wish to contact us in respect of any data protection issue, including to exercise your rights as set out above you should contact Max Campbell, the firm's data protection officer. He can be contacted by email: max.campbell@brettwilson.co.uk. You will not have to pay a fee to exercise your data protection rights, save where your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

21.14 Your data protection rights are subject to certain legal limitations. In particular, a number of rights are not exercisable in relation to personal data:-

- a. that consists of information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.
- b. where disclosure of the data is:-
 - i. necessary for the purpose of, or in connection with, legal proceedings (including prospective legal proceedings);
 - ii. necessary for the purpose of obtaining legal advice; or
 - iii. otherwise necessary for the purposes of establishing, exercising or defending legal rights to the extent that the exercise of those rights would prevent us from making the disclosure.

22. Limitation of liability and our insurance arrangements

22.1 Our liability to you for a breach of this retainer shall be limited to £3,000,000 (three million pounds) or such other higher amount (if any) as is expressly set out in the letter accompanying these terms of business.

22.2 Brett Wilson LLP holds public indemnity insurance with Sompo International. This coverage extends to all work carried out in England and Wales.

22.3 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.

22.4 We will not be liable for any alleged act or omission said to have taken place before the firm was formally instructed (i.e.

before we acknowledge receipt of your instructions) or after termination. This includes any claim arising from the content of any communications pre-instruction or post-instruction.

22.5 You agree that you will not bring any claim arising out of your instruction against any individual member or employee of Brett Wilson LLP. As Brett Wilson LLP is a "limited liability partnership" and a separate legal entity in law (unlike a partnership), liability does not normally extend to members in any event.

22.6 These limitations apply only to the extent that they are permitted by law. In particular, they do not apply to any liability for death or personal injury caused by negligence.

22.7 We may be prepared to agree a higher limit of liability for certain instructions, in which case higher fee rates may apply. Please discuss any variations with the person dealing with your case. Any agreement relating to our limit must be confirmed in writing

23. Equality and diversity Policy

23.1 Brett Wilson LLP is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees.

23.2 We will not accept instructions that are discriminatory in nature, e.g. where a client states they will not work with a lawyer of a specified gender, race, sexual orientation etc.

24. Acceptance of these terms

24.1 Unless otherwise agreed, and subject to the application of then current hourly rates, these terms of business shall apply to any future instructions given by you to this firm.

24.2 Your instruction (and continuing instruction) will amount to acceptance of these terms.

24.3 Notwithstanding paragraph 24.2, we may nevertheless require you to provide a signed copy of these terms before commencing work.

I confirm I have read and understood, and I accept, these terms.

Signed:

Name (printed):

Dated: