



Terms and Conditions of Business - rev 8



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Regulatory Information and Requirements

FDR Law and FDR hr are trading names of Forshaws Davies Ridgway LLP, a Limited Liability Partnership registered in England and Wales under registration number OC310548. The registered office of Forshaws Davies Ridgway LLP is 1 Palmyra Square, Warrington, Cheshire, WA1 1BZ. A list of members of Forshaws Davies Ridgway LLP (who are referred to as “partners”), together with those non-members who are designated as partners and their professional qualifications is open to inspection at its registered office. Forshaws Davies Ridgway LLP is authorised and regulated by the Solicitors Regulation Authority (SRA) under registration number 490104. We may from time to time employ barristers who are regulated by the Bar Standards Board. We are bound by a number of regulatory requirements which include rules on conduct, financial services, accounting and professional indemnity. Details of the regulatory requirements applicable to solicitors are available from the SRA at www.sra.org.uk.

This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated 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.

Definitions and Interpretation

In these **Terms and Conditions of Business**:

- any reference to a Partner in relation to FDR Law, FDR hr or Forshaws Davies Ridgway LLP means a member of Forshaws Davies Ridgway LLP or a consultant or employee of Forshaws Davies Ridgway LLP (or any of its controlled, managed or affiliated entities) with equivalent standing and qualifications;
- references to “we” “us” or “our” are references to FDR Law, FDR hr or Forshaws Davies Ridgway LLP as applicable;
- “FDRIM” means FDR Investment Management Limited.

Our Obligations as Solicitors

We will:

- Uphold the rule of law and the proper administration of justice;
- Act with integrity;
- Not allow our independence to be compromised;
- Act in the best interests of each client;
- Provide a proper standard of service to our clients;
- Behave in a way that maintains the trust the public places in us and in the provision of legal services;
- Comply with our legal and regulatory obligations and deal with our regulators and ombudsman in an open, timely and co-operative manner;
- Run our business in accordance with proper governance and sound financial and risk management principles;
- Run our business in a way that encourages equality of opportunity and respect for diversity;
- Protect client money and assets.

What We Will Do for You

We will:

- Represent your interests;
- Keep you regularly informed of progress;
- Try to avoid using technical legal language when writing to you;
- Explain to you the legal work required as your matter progresses;
- Update you on the cost of your matter, at least every six months;
- Update you on the likely timescales for each stage of your matter and any important changes to those estimated times;
- Continue to review whether there are alternative methods by which your matter could be funded;
- Make sure that you understand the likely degree of financial risk that you will be taking on and keep you updated on whether the likely outcome still justifies the likely costs and risks.

What We Expect from You

You must:

- Provide us with clear, timely and accurate instructions;
- Provide all documentation required to complete any transaction in a timely manner;
- Safeguard any documents which are likely to be required for disclosure to the court or the other side during legal proceedings;
- Go to any appointment or Court hearing when asked;
- Pay our bills when they are rendered;
- Tell us if you change your address or other contact details or if you will be away from your present address for a period of more than 15 days (e.g. due to holiday or business.) If you do not tell us then any letters documents or Court proceedings sent to you by us at your last known address will be deemed to be good legal service upon you.

You must not:

- Ask us to work in an improper or unreasonable way;
- Deliberately mislead us.

Our Services to You

FDR Law only provides legal services. The work we undertake is in accordance with the law of England and Wales and the regulatory requirements of the Solicitors Regulation Authority applicable at the date on which the work is completed. If there is any change in that law or the regulatory requirements, or their interpretation, after the date on which the work is completed we have no responsibility to notify you of the change or of its consequences.

FDR hr provides HR services. These services and the related advice provided by FDR hr are based on the relevant law of England and Wales applicable at the date on which the HR work is completed, but FDR hr does not provide a legal service. Where FDR hr considers that you require a legal service or legal advice you will be notified and you may elect to instruct FDR Law for that purpose or to seek legal services from another source.

Our advice is provided to and for the benefit of you as our client only. No other person may use or rely upon the work undertaken for you nor derive any rights or benefit from it without our prior written approval. You agree to keep the work we undertake for you strictly confidential and you must not disclose all or part of that work to any third party without our prior written approval.

Publicly Funded Cases

If your case is publicly funded by the Legal Aid Agency special terms will apply (and our standard terms and conditions relating to our fees and expenses will be varied accordingly.) These special terms will either be set out in our engagement documents OR in a separate letter which we will issue to you once we have confirmation that such funding has been granted. In either case, these special terms will be deemed to be included in these **Terms and Conditions of Business** and will override or vary any of these standard terms and conditions which are not applicable to or compatible with publicly funded cases.

Authority to Give Us Instructions – Companies, other Legal or Business Entities and Joint Clients

Unless you notify us to the contrary in writing we will assume that any person who instructs us on your matter has authority to do so and that we can rely on any information provided by that individual. This means that where we are instructed on a matter by joint clients we will assume that any person who instructs us on the matter has authority to do so and that we can rely on any information they provide.

Fee Quotations and Estimates

We will provide you at the outset with details of the work we will carry out for you and our proposed fees. If it is not possible to offer a fixed fee quotation, we will give you an estimate of the likely fees, based on the principles set out under the section entitled “**Our Charges and Expenses**” and our experience of dealing with similar cases or transactions.

However, every case or transaction is different. Sometimes work becomes necessary or advisable which is outside the areas we have originally identified. We will therefore specify the work not included in our fee and the other **Excluded Matters** (which we refer to as **Work Outside the Scope**).

We will notify you as soon as practicable if any **Work Outside the Scope** arises in your matter and the additional work will be charged in accordance with these **Terms and Conditions of Business** (see in particular the section headed "**Our Charges and Expenses**").

Excluded Matters

Excluded Matters are matters or events, which might occur in the course of your matter or transaction and entail additional legal work on our part, but for which it would not be reasonable to include a provision or contingency in any fixed fee or costs estimate. The following examples are provided by way of illustration but are not exhaustive:

- the service or receipt of any completion notice, order or injunction and/or related correspondence and advice required as a result of any delay or failure by you or some other party to complete a transaction or some other step on the due date;
- additional legal work resulting from the withdrawal or renegotiation of any mortgage or funding arrangement required in connection with a transaction;
- additional work arising from delays or a lack of co-operation by you or any other party in providing instructions or progressing the matter in a reasonable and prompt manner;
- any significant change in your instructions to us or in any terms of the transaction or arrangement that require us to undertake extensive revision of documents previously prepared/agreed for the purposes of your matter.

If any **Excluded Matter** occurs or is required to be undertaken we will notify you and confirm to you the additional fee for this work, or provide an estimate of the likely time and cost for your approval.

Our Charges and Expenses

Our normal charges are based on the time we spend in dealing with a case. Time spent on your affairs will include opening the file, meetings with you and possibly others, attendance at court, travelling, considering and preparing documents, correspondence (including electronic communications) making and receiving telephone calls, dictating or making notes, legal research and any other action that we need to take in order to act on your behalf. All such time is recorded although we reserve the right to dispense with time recording in matters where we have agreed a fixed fee.

Our hourly charge for time engaged on your matter will be notified to you in writing. Our hourly rates are reviewed annually and we will notify you if any revised hourly rates will apply to your matter. If you have a query about the level of any revised rates notified to you please contact the lawyer dealing with your case straight away. If we arrange for work to be carried out by persons not directly employed by us the relevant hourly rates will be notified to you in writing.

We have a time recording system which divides each hour into ten 6-minute units. We record one unit for each telephone call, and letter or email issued or received by us unless the actual time taken or required is longer in which case we record the actual number of units used.

Whilst our fees will be guided by the current hourly rate they may be increased having regard to all the circumstances of the case and, in particular, to:-

- The complexity of the matter or the difficulty or novelty of the questions raised;
- The skill, labour, specialised knowledge and responsibility involved;
- The number and importance of the documents prepared or perused without regard to length;
- The place where and the circumstances in which the business or any part of it is transacted;
- The amount or value of any money or property involved;
- The importance of the matter to you the client;
- The urgency of the matter and the extent to which any work has to be undertaken outside normal working hours.

In such an event we will, wherever possible, give you advance notice.

We will add VAT to our charges at the rate that applies when the work is invoiced unless a substantial amount of that work was done at a time when a different rate applied.

Expenses

There may be certain other charges we will have to incur in the course of your matter, including payments we make on your behalf, acting as your agent, which you will have to pay. Examples of these are disbursements paid to external providers on your behalf and may include (although not an exhaustive list) the fees charged by Counsel and other experts, court fees, property search fees, Land Registration fees and Stamp Duty Land Tax. These items are charged at a gross cost to you with VAT included where applicable.

We may also incur other **Expenses** in the course of your matter, however we will notify you in advance before any

extra **Expenses** are incurred, these items are charged at a cost to you with VAT added, these costs may include traveling costs, courier fees and similar.

We do not make any separate charge for routine photocopying, scanning or document production undertaken by us in the course of your matter. However, we reserve the right to make a charge for large-scale copying or data assembly exercises or where specialist printing or similar services have to be undertaken by an external agency. We will notify you in advance before incurring these costs.

We reserve the right to make a charge for any transfer of monies (whether to your bank account or to the account of another party) undertaken as a routine or necessary part of your transaction, or which you specifically request. This charge includes the fee charged to us by the bank for this service and our administration cost. VAT will be payable on this charge.

Credit Limits

We may set a limit on the charges and **Expenses** to be incurred in your matter, by reference to our fee quotation or estimate. You will be asked to agree this credit limit. You will then be liable to pay those charges and **Expenses** incurred by us up to the agreed credit limit. We will inform you if it appears that the credit limit may be exceeded and we will not carry out further work without first obtaining your approval, unless we believe it is essential to undertake some limited action to protect your interests.

The credit limit may, if appropriate, include the amount of any **Expenses** but will not usually include the VAT payable on our costs. Once the agreed credit limit is reached we will review with you the progress of the matter and likely further costs, and we may issue a revised costs estimate. We may agree to extend the credit limit, or we may require you to pay any outstanding costs and **Expenses** before we carry out any further work. We may then set a new credit limit for any further work.

Payments on Account

It is normal practice to ask clients to pay to us an amount at the outset of the case on account of the charges and **Expenses** which we expect to incur. This helps to avoid delay in the progress of your case. We may request additional payments on account as the matter progresses. These payments will be held by us on your behalf and used to offset our interim or final bill(s). When we allocate all or part of these funds towards the payment of any bill we will send you a copy of that bill and it will show how any funds held on account have been allocated. Any remaining funds held on account will be offset against your final bill but it is possible that our total charges and **Expenses** may exceed any payments on account made by you.

Barristers' and Experts' Fees

If we advise you that we need to instruct a barrister or expert to progress your case in Court, and you agree that we should do so, we will ask you for a payment on account to cover this anticipated expenditure. If you fail to make this payment within 14 days of our request, then we will be entitled to cease to carry out any further work on your behalf and we may apply to be removed from the Court record at your expense.

Billing Arrangements

At regular intervals, or whenever it is appropriate to do so during the conduct of your case, we may issue an interim bill in respect of the work already carried out on your behalf. Any funds held by us on your behalf will be applied against the interim bill and you will be expected to pay the balance (if any) within 30 days of issue. In certain instances we will issue monthly bills for work carried out on your behalf or in accordance with the terms of a monthly retainer arrangement. You will be notified in writing at the outset if this applies to your work.

If you do not pay an interim, monthly or final bill within 30 days of issue we reserve the right not to carry out any further work on your behalf. Interest will be payable on any outstanding balance at the rate of 10% per annum and will be charged on a daily basis on any bills that are not paid within 30 days of the date of issue.

If your costs are paid by another party (eg your opponent in a dispute) we may recover interest from that party if payment is delayed. The interest recovered will belong to us, save to the extent that you have already paid to us the relevant costs and any interest due. Interest paid to us if we beat a Part 36 offer will also belong to us.

If for any reason the matter does not proceed to completion or you decide to withdraw your instructions we will charge you for any work done by us, up to the date on which you withdraw your instructions or the matter effectively ceases, and any **Expenses** incurred. Cancellation charges will apply to certain types of work undertaken by FDR hr and you will be notified in writing if they apply and how they are calculated.

Payments You Make to Us

Payment Methods

You may pay our costs or any other sums we require from you by cheque, debit card, BACS or other bank transfer.

You can also use the Pay Online facility on our website to pay our bills via Worldpay (maximum payment £5000).

It is our normal policy to only accept cash payments up to £250. However, we reserve the right to refuse to accept any cash payment at our discretion. If you deposit cash with our Bank, we reserve the right to charge for any additional checks we deem necessary in order to check the source of the funds.

You may also pay our costs by credit card, but this facility cannot be used to pay other monies we may require from you or **Expenses**. We accept most major credit cards, however we do not accept American Express. A reasonable handling charge of up to 2.5% may be added to your payment, at our discretion.

Cleared Funds

Where you are required to provide funds to enable us to complete a transaction or other matter on or by a specified date, we will require cleared funds not less than one working day prior to that specified date. If you are making a payment by cheque we must receive this from you not less than five working days prior to that specified date.

We reserve the right to charge interest on uncleared funds or to refuse to complete any transaction or other matter in the absence of cleared funds.

Companies – Directors’ Responsibility for Our Charges

If our client is a company we will look first to the company to be responsible for our fees. However, in the event of us being unable to recover monies due from the company each of the directors of that company will be personally responsible (on a joint and several basis) for the amount of any fees outstanding in regard to the matter.

Litigation and Other Contentious Work

Costs Risk Warning

In litigation the Court may order one party to pay the costs of another party. Usually the unsuccessful party will be ordered to pay all or part of the costs of the successful party, although this cannot be guaranteed. In most of these instances the successful party will only recover a proportion of its costs from the unsuccessful party. We will discuss with you whether the likely outcome in your case will justify the expense and risk.

Please note that:

- If you make an unsuccessful interim application to the Court you may have to pay the other side’s costs, usually within two weeks.
- If you lose the case you may have to pay the other side’s costs and you will not usually be able to withdraw from the case without dealing with the issue of costs.
- Any costs awarded will be proportionate to the value of the case, and in most instances the costs awarded will rarely exceed 60-70% of the actual costs incurred.
- When assessing costs the Court will have regard to various factors including the efforts made to resolve the dispute including the use of mediation or other alternative dispute resolution procedures and the effects of payments into court and offers of settlement.
- You will remain liable to pay our costs in full as invoiced, even if the other side fails to pay the costs awarded to you by the Court.
- If the other side is or becomes legally aided it will rarely be possible to recover your costs even if you are successful.

Paying for Your Case

Legal expenses insurance may be included in your contracts of insurance and you should check your policies to establish if you are covered. Your policy may also cover your own costs or your liability to pay the other side’s costs. If you believe you are covered please inform us and we can then assist you in notifying your insurer. If you do not have legal expenses insurance we can discuss with you whether it might be possible to purchase insurance to cover you in the event that you have to pay the other side’s costs.

Anti-Money Laundering

As solicitors we are required by law to comply with international legislation aimed at preventing money laundering and terrorist financing activities and enabling prosecutions to be brought, together with other legislation covering the controls and procedures we and other law firms and financial businesses are required to put in place. To comply with this legislation we are required to undertake detailed client due diligence measures and ongoing monitoring for new and existing clients. We verify the identity of all prospective clients before accepting them as new clients and we may

carry out further identity checks at suitable intervals. Due diligence will be undertaken on connected parties such as the beneficial owners of a client company as part of the verification process.

We request all clients to supply any verification evidence that we require promptly. We may share such verification evidence with other entities closely associated with us such as FDRIM and FDR Trustees Limited.

Under the relevant legislation we may be obliged to make a report to the appropriate authorities if at any time we become aware of or suspect the existence of the proceeds of crime in relation to any services on which we are engaged. This obligation may in certain circumstances override our duty of confidentiality and we may not be permitted to inform the relevant client whether we have made or intend to make such a report.

We may terminate the provision of any services to a client, or the relevant authorities may instruct us to do so, if that client fails to provide evidence of identity or if we suspect that the client or any other connected person or party is involved in any activities prescribed by the relevant legislation.

All sums received by us from or on behalf of clients, whether in cash or otherwise, will be subject to the requirements of the Money Laundering Regulations and related legislation. We will normally ask you to tell us the source of any funds you will be using. Unless the source is an account in your name in a UK bank or building society it is likely that we will have to make other checks.

Anti-Corruption

We are committed to preventing bribery and corruption and we have adopted a zero-tolerance policy to it. We comply with the relevant UK legislation in this respect and we have procedures in place designed to prevent us, our personnel, agents and contractors from engaging in activities which might constitute an offence under the relevant UK legislation. These procedures include undertaking due diligence as appropriate and maintaining records of gifts and hospitality given, received or declined.

Client Money

How we hold client money

Money held by us that belongs to you (for example money received on account of costs, mortgage funds, sale proceeds or compensation paid to us on your behalf) is referred to in these **Terms and Conditions of Business** as “**client monies**”. **Client monies** are held by us as an ancillary part of our retainer and our main consideration is to keep those monies safe and readily available for their intended purpose.

Client monies are usually placed in a general client account with deposit-taking institutions in accordance with the SRA Accounts Rules 2011. If you wish to know the name of the deposit-taking institution(s) in which your client monies are held please ask us. If any designated account is opened to hold specifically designated client monies in your name we reserve the right to make a charge to cover any bank fees that we incur, together with a reasonable administration fee. Subsequent transfers between the designated account and our general client account(s) will be subject to similar charges.

Losses due to banking failure

We shall not incur any liability caused by the act, omission, fraud, delay, negligence, insolvency, collapse or default of a deposit-taking institution or financial clearing or payment system (save to the extent of any negligence on our part).

In the event of any **client monies** being lost due to the collapse of a deposit-taking institution individual clients or small companies may be able to recover compensation under the UK's Financial Services Compensation Scheme. In such a case you would be deemed to be a depositor in the relevant Bank or Financial Institution (as if the **client monies** belonging to you had been deposited in your own name). If the **client monies** belong to a company those monies would be deemed to have been deposited by that company or corporate body. Any guarantees or other safeguards applicable to such deposits would apply to you in relation to those monies.

You should note that the current Financial Services Compensation Scheme limits compensation to a maximum sum which is liable to change from time to time. Any existing monies held by you in the same deposit-taking institution (eg in a personal account) would be aggregated with these **client monies** in ascertaining whether the relevant compensation limit had been reached.

Some deposit taking institutions have several brands and the guarantee and compensation limit applies to the individual institution as opposed to the separate brands. You should check either with your bank, the Financial Conduct Authority or a financial advisor for further specific information.

Small companies are defined for the purposes of the above compensation scheme by reference to Sections 382-384 of the Companies Act 2006, which apply various financial and other criteria. Further information can be provided on this point upon request.

In the event of a bank failure involving **client monies** belonging to you the acceptance by you of these Terms and Conditions of Business constitutes your consent for the disclosure by us to the Financial Services Compensation Scheme of your details, for the purposes of assessing any compensation that may be due to you.

Interest Policy

Client Monies held on general client account

When we pay out funds or on completion of the matter we pay interest earned on **client monies** in accordance with the SRA Accounts Rules 2011 except:

- If in accordance with your instructions or in any agreement you have entered into or undertaking we have given on your instructions the interest is paid to a third party; or
- If the interest is less than £20.

Interest is calculated at the following rates on **client monies** held in our general client account(s) and is paid to clients gross:

- Sums held up to £50,000 – interest paid at 3% below Bank of England base rate;
- Sums held from £50,000 to £249,999.99 - interest paid at 2.25% below Bank of England base rate;
- Sums held from £250,000 to £999,999.99 - interest paid at 2% below Bank of England base rate;
- Sums held from £1,000,000 and above - interest paid at 1.85% below Bank of England base rate.

When Bank of England base rate is too low to allow these calculations to be undertaken, we calculate interest at a rate of 0.05%.

When calculating interest due to you interest will be credited from the 15th day onwards and we will assume that 5 working days are taken to clear cheques.

Interest on High Value Sums

Where you know or reasonably expect that we will hold a high value sum for you and/or that we will hold such **client monies** for you for a considerable period you can ask us to place the relevant money in a designated account. In that event we would account to you for the full amount of interest received from the bank.

For these purposes **high value sum** means £1,000,000 or more (or the equivalent if you pay it to us in foreign currency) and **a considerable period** means two weeks or more.

We are prepared to discuss these parameters with you and the higher the sum the shorter the period that might be relevant.

Revisions to this Policy

We reserve the right to revise this Policy from time to time subject to compliance with the SRA Accounts Rules 2011. If any bank with whom we place client funds notifies us that it proposes to apply negative rates of interest this Policy would be revised accordingly. If we consider that any revision of this Policy will materially prejudice you or your case or transaction we will notify you as soon as reasonably practicable.

Funds Paid Out by Us

Where we pay money out to you, we will normally do so by cheque in your favour, or by transfer to an account in your name. We will make payments out to other parties where these are properly required for the conduct of your matter. In accordance with the SRA Accounts Rules we cannot make payments which have no connection with the matter on which we are instructed. Any surplus monies held by us at the end of your matter will normally be returned to you.

Financial Services

We are not authorised by the Financial Conduct Authority (**FCA**) under the Financial Services and Markets Act 2000 (**FSMA**). We are authorised and regulated by the Solicitors Regulation Authority for the purposes of FSMA. This enables us to carry out certain regulated activities without being authorised by the FCA.

Although we may provide advice to clients in matters which involve or relate to investments we are only able to provide such advice on a limited basis where an exemption under the FSMA applies. Exemptions include the provision of advice which is an incidental part of the professional services we have been engaged to provide, where the advice can reasonably be regarded as a necessary part of our professional services or where the provisions of FSMA permit us to give such advice.

We only provide legal services. Nothing we say or do should be regarded as advice on the investment merits of

acquiring or disposing of particular investments (including insurance contracts) or as an inducement to or invitation to engage in investment-related activities or insurance mediation whether under FSMA or otherwise. Our clients are solely responsible for their investment and commercial decisions in respect of transactions and clients should seek advice about any investment from an appropriately qualified and authorised financial adviser.

A number of our Partners have a shareholding in our associated firm of financial advisors FDR Investment Management Ltd (FDRIM) which is authorised and regulated by the Financial Conduct Authority. Clients of financial advisors such as FDRIM enjoy the benefit of the Financial Services Compensation Scheme but in relation to the financial advice they receive they are not entitled to the statutory protections available to clients of a lawyer regulated by the Solicitors Regulation Authority.

Rules made under FSMA require that we make the following disclosure before we provide any service that includes the carrying on of insurance mediation activities which are incidental to our professional services:

Forshaws Davies Ridgway LLP is not authorised by the Financial Conduct Authority. However, we are 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 regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority's website at www.fca.org.uk/register.

Duty of Care

We alone will provide you with legal and/or HR services and we will therefore be liable to you for any wrongful acts or omissions of any of our partners, members, directors, officers or employees (such as solicitors, barristers, paralegals, legal executives and support staff) in the course of their acting as agents for us. No such individual person assumes any personal responsibility to you and no such individual person shall owe you any personal duty of care.

You agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any such individual person employed by or a partner, member, director or officer of Forshaws Davies Ridgway LLP and those persons shall be entitled to rely upon this provision in so far as it limits their **liability***

Limit of Our Liability

Liability* means that, regardless of any provision in these **Terms and Conditions of Business** specifying the extent to which our liability or the liability of any individual person is limited or excluded, nothing in these **Terms and Conditions of Business** shall limit or exclude our liability for:

- Death or personal injury arising out of negligence;
- Fraudulent misrepresentation; or
- Any other matter which cannot be limited or excluded by law.

Losses means all losses, liabilities, fines, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgement, interest and penalties.

Any sum agreed with you in writing as a limit on our liability shall be applied as an aggregate cap on our **liability*** in any circumstances whatsoever, whether in contract, tort, under statute or otherwise and howsoever caused (including our negligence or non-performance) for any **Losses** arising from or in connection with the services provided by us for each matter upon which we act for you.

Where any sum agreed with you in writing as a limit on our liability is less than such amount as is prescribed by any applicable law or regulatory requirements below which our liability may not be limited then the sum agreed with you shall be increased to the minimum sum permitted under such applicable law or regulatory requirements.

Save where any other sum is agreed with you in writing as a limit on our liability then the limit of our liability shall be such minimum sum as is prescribed by any applicable law or regulatory requirements below which our liability may not be limited.

Where **Losses** arise in or are calculated in a currency other than the currency in which a limit on our liability is applicable in accordance with this provision, our **liability*** to you shall be discharged and satisfied by payment to you of the lesser of:

- the amount of the **Losses** adjudged, ordered, awarded or agreed due to you in such other currency; and
- the amount of the applicable limit
- converted into such other currency at the rate of exchange applicable in London on the date of payment.

Professional Indemnity Insurance

As a firm of solicitors practising in England and Wales we are required by the Solicitors Regulation Authority to hold professional indemnity insurance. Details of our Professional Indemnity Insurance can be found [\[by clicking here\]](#) or

obtained from our registered office.

Solicitors' Compensation Fund

The Solicitors Compensation Fund Rules 2011 provide for the Law Society to establish and maintain a fund for compensation claims. Grants are made from the fund at the discretion of the Solicitors' Regulation Authority.

Indemnity

You will indemnify us (on an after tax basis) from and against any losses, claims, demands, damages, costs, charges, expenses or liabilities (or actions, investigations or other proceedings in respect thereof) which we may suffer or incur or which may be made against us relating to or arising directly or indirectly out of or in connection with our engagement by you. You will also be required to reimburse us for all costs and expenses (including legal and other professional fees) which are incurred by us in connection with any such investigation or in defending any such claim or proceeding. This indemnity shall not, however, apply to the extent that it is finally judicially determined that the relevant loss, claim, demand, damages, costs, charges, expenses or liabilities resulted primarily from the gross negligence or wilful default of us.

Taxation Issues

Matters on which you instruct us may have tax implications for you. We are not specialist tax advisors. We will not usually have sufficient information regarding your personal or business affairs and finances to provide you with specific taxation advice.

We will only provide advice on tax issues which derive directly from the matter or transaction which we are undertaking for you AND which must of necessity be considered or addressed by us as part of the relevant legal services (eg the Stamp Duty Land Tax payable on a property transaction, potential liability to Inheritance Tax (IHT) when preparing a Will or IHT payable on a deceased's estate). If we are aware that other tax issues might be relevant we will notify you and suggest that you take appropriate advice. If you do not already have access to tax advice we may be able to refer you to a suitable taxation advisor.

If you have any concerns in this respect, please raise them with us immediately.

Planning Law

We will not advise you on the planning law implications of any proposed transaction or matter otherwise than by reporting to you on any relevant information provided by the results of any standard property search which we obtain on your behalf. If you require any planning information or advice you must discuss this with us.

Copyright and Other Intellectual Property Rights

Unless otherwise specifically agreed in writing, we retain the copyright and other intellectual property rights in all written or other material supplied to you in respect of matters in which we are instructed. In the event that materials prepared by us are passed on to or are disclosed by you to third parties, then you accept liability for the payment of proper professional charges for the use of such documentation and all expenses or losses incurred by us in enforcing our intellectual property rights.

Data Protection

We are registered as a Data Controller with the UK Information Commissioner. We shall process any personal information that you supply to us or which we obtain in the course of acting for you (**Personal Information**) in accordance with the Data Protection Act 1998, any other relevant legislation and the obligations imposed by our data protection registration.

Your **Personal Information** will only be used for the purposes referred to in the paragraph headed "**Use of Your Information**" and your confidential information therefore includes your **Personal Information**. Unless you expressly notify us in writing to the contrary **Personal Information** may be used by and given to, on a confidential basis, us and other third parties involved in the activities set out in that paragraph. Occasionally this may require us to transfer **Personal Information** to any country in which a relevant third party is based.

From time to time **Personal Information** may be accessed remotely by us or other third parties involved in the activities set out in the paragraph headed "**Use Of Your Information**", including from outside the UK. In such cases we will take appropriate reasonable technical and other measures to protect any **Personal Information** accessed or transferred against unauthorised or unlawful processing, accidental loss, destruction or damage.

Any concerns that you may have about your **Personal Information** including any request to access your **Personal Information** or to correct any inaccuracy should be set out in writing and addressed to our Chief Executive Officer at our registered office or by email to [dataprotection@fdrlaw.co.uk]

Use of Your Information

Confidentiality and Permitted Disclosure

We will treat your confidential information as strictly confidential. Unless you expressly notify us in writing to the contrary we may use your confidential information, or disclose it on a confidential basis, for the following purposes:

- For the provision of our services to you;
- For disclosure to other third party advisors working for you on the same matter;
- For fraud prevention, anti-money laundering purposes, anti bribery purposes and/or generally for the prevention of crime, which may include disclosure to appropriate third parties;
- To ensure the safety and security of our people and/or premises, which may include disclosure to appropriate third parties;
- For disclosures to our accountants or auditors;
- To administer your account with us, which may include tracing and collecting any debts and disclosure to appropriate third parties;
- To conduct testing of any new or existing systems, networks, software or other applications, which may include disclosure to appropriate third parties;
- Provided that you have not notified us to the contrary, for advertising, marketing and public relations, including sending to you direct marketing communications;
- To manage and improve our business performance, conducting surveys and other client satisfaction exercises, which may include disclosure to appropriate third parties;
- For disclosure to our own legal advisors and other professional advisors;
- For disclosure to our insurers and insurancebrokers;
- As otherwise required in accordance with our regulatory obligations;
- Where you have agreed in writing to such disclosure.

External Accreditations - monitoring inspections

We are currently accredited by The Law Society (under its Lexcel and CQS schemes) and by the Association of Personal Injury Lawyers (APIL). We may seek other similar professional or business accreditations in the future. This means that we have to meet the highest standards of service to our clients and in the operation of our practice and we are monitored by the relevant accreditation body to ensure we meet those standards. Monitoring may include the inspection of a small number of client files by experienced lawyers or assessors who are bound to respect your confidential information. By engaging us to act on your matter you consent to your file being inspected for this purpose. However, if you would prefer your file not to be the subject of this quality check please inform us in writing and we will ensure it is not included in the sample for inspection.

Publicity

If you are a PLC, a company quoted on AIM, a local authority or a similar public body, and you do not notify us to the contrary, we will assume that you have no objection to our disclosing your name as a client. We may therefore include your name in any appropriate publicity or marketing material that we may issue from time to time. We will not disclose the details of any specific instructions, save to the extent that such information may already be in the public domain or a matter of public record, or as permitted by you.

We will not disclose the name of any individual person as a client in these circumstances without your express consent.

Referrals to Other Professional Advisors

Where we consider that you may require a referral to another professional advisor for assistance we may discuss your matter in general terms with that advisor.

Information Security

We will communicate with you and appropriate third parties using any normal method such as letters, fax, e-mail, text and other messaging systems, telephone, voicemail, video conferencing, Skype and similar facilities. We may also transfer information using CD-Roms, DVD or USB devices. If there is any method of communication that you do not wish us to use you must notify us in writing.

If you regard any communication from us as particularly confidential or you require specific security arrangements in relation to any matter or communication you must notify in writing the lawyer responsible for your matter. This might include for example, communication only via a named individual or specified telephone number or use of an agreed encryption process. We shall not incur any **liability*** if you fail to notify us.

Our antivirus and anti-spam filters and other security systems may reject or filter legitimate emails. We therefore recommend that if an important email sent by you is not acknowledged you should telephone us to confirm its receipt.

Electronic communications sent to or by us may be monitored for business purposes and to ensure compliance with legal or regulatory requirements.

We have taken reasonable steps to ensure our electronic and communication systems are secure and operational. However we cannot guarantee such security or operation and we shall not incur any **liability*** arising from:

- The use of email communication, including where such electronic communications are intercepted, delayed, corrupted, not received or received by persons other than the intended addressee;
- Viruses or other malware or malicious programmes;
- Interruptions to the operation of our systems;
- Third parties gaining unauthorised access to our systems;
- The use by you of electronic storage systems outside our own systems, such as removable or cloud based systems;
- Third parties obtaining unauthorised access to information held outside our systems or during the transmission of such information.

Property and Other Fraud

We take reasonable precautions to safeguard you and us against fraud by third parties. However we cannot guarantee that our procedures and the checks we make or that the procedures and checks made by other solicitors and professionals with whom we do business (and on which we are entitled by law or accepted professional practice to rely) will uncover such fraud and we shall not incur any **liability*** arising from:

- Third parties impersonating the registered proprietor of any property;
- Third parties obtaining title deeds or other documents unlawfully;
- The use by third parties of forged, altered or unlawfully acquired documents to undertake fraudulent transactions and/or to impersonate others.

Our Duty Of Confidentiality and Disclosure

We have an overriding duty of confidentiality to our clients including prospective and former clients.

Where we have a duty to disclose information to a client that duty does not require us to disclose or have regard to any information which is subject to a duty of confidentiality owed to another current, prospective or former client.

Where we are aware that we hold confidential information relating to one client which may be in some way material to another matter or client such information will remain confidential regardless of any duty of disclosure that we may owe to such other client. We will only continue to act for both such clients where we are permitted to do so in accordance with our regulatory requirements.

If you acquire any information from us which we notify you is the subject of a duty of confidentiality owed to a third party you agree to keep such information strictly confidential and not to disclose it without our prior written consent.

If all relevant clients agree, and we consider it to be appropriate, we may put in place information barriers which restrict the passing of confidential information within our firm and protect the relevant clients' respective interests. Where the establishment of such an information barrier is agreed we will not be required to disclose confidential information of one client to another client even though that information may be material.

Exclusivity and Conflicts Of Interest

We are retained, unless otherwise agreed in writing, on a non-exclusive basis. This means we are free to act for other parties, including your business competitors and clients engaged in activities similar to yours, on any matter which may or may not be connected with yours, subject always to us complying with our regulatory obligations.

We do carry out conflict checks before taking full instructions on any matter to ensure that no conflict of interest exists between us or another client in relation to the instructing client or the relevant matter. Conflicts of interest will be determined in accordance with our regulatory obligations under the Solicitors Code of Conduct. We will not act for a client where a conflict of interest arises or might reasonably be expected to arise between:

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- that client and us (and any other entity closely associated with us such as FDRIM or FDR Trustees Limited); or
 - that client and another client;

and we will not act for a client where to do so would impair our ability to act in the best interests of another client.

We will not act for two or more clients at the same time on the same or a related matter if our duties to each client conflict, or there is a significant risk that they may conflict, except where:

- This is permitted by law or the Solicitors Code of Conduct;
- We have obtained all necessary informed and written consents from all the relevant clients; and
- It is reasonable in all the circumstances for us to act.

If we identify a potential conflict of interest in respect of a specific matter or transaction at any stage, we will notify you immediately and explain how we intend to deal with this. In some cases, this might require us to cease acting for you.

Storage of Your Files and Documents

Your File

When undertaking work on your behalf we may process and store any relevant correspondence or documents in either hard copy (ie paper) or in a digital or electronic format, or both. For the purposes of this section “**file**” means all the relevant papers, correspondence and documents we hold for your matter, in whatever format but excluding any original, hard copy document stored separately in our **Document Storage Systems**. Once we complete all the work required for your matter and all our fees have been paid we will generally close the **file** and transfer it to our archive, unless you wish to collect and retain the file yourself. We are entitled to retain your **file** (and any original, hard copy documents) while there is money owing to us for our charges and expenses.

We will keep your **file** in archive storage for not less than one year from the date it is closed by us. After that, we have the right to destroy it after such period as we consider reasonable or to make a charge for its storage if we ask you to collect your **file** and you fail to do so. In normal circumstances we will not keep **files** for more than six years from the date on which our work on the matter was completed, but we will have regard to the recommendations of the Law Society as issued from time to time in this regard and in appropriate instances we may store your file for a longer period. The **file** will then be confidentially destroyed. Please note that we may elect to convert any hard copy **file** into an electronic record (whether on CD-rom or otherwise). Electronic **files** (and other electronic items stored separately such as non-material emails) will be archived and subsequently destroyed in accordance with the relevant data protection requirements.

Hard copy **files** may be stored in off-site locations operated by third parties subject to appropriate confidentiality arrangements.

Document Storage

We may agree, at our discretion, to store hard copy documents such as Wills, deeds and other securities on your behalf. However, we do not offer secure storage facilities nor are we insured for this purpose. No charge is currently made for this service but we reserve the right to make a charge in the future. Our liability for loss or damage in respect of any such document (or any single package of documents) stored by us is limited to £100.

We cannot store documents indefinitely. Where it is appropriate to do so documents stored by us will be designated with an appropriate destruction date (eg leases or documents applicable for a fixed period only). Unless you notify us to the contrary a document may be destroyed once a period of at least one year has elapsed after its designated destruction date. We may opt to return to you any document stored by us for more than 20 years. Before a document is returned to you we will write to you at your last known address as held by us. If we do not receive a response within 28 days of our letter to you we may destroy the document.

Retrieval of Stored Documents or Files

If we retrieve **files** or documents from our archive or document storage systems in relation to continuing or new instructions given by you for us to act in connection with your affairs, we will not normally charge for such retrieval. However, we reserve the right to make a charge based on time spent for copying or producing stored **files** or documents to you or some other party at your request. We may also charge for reading correspondence or other work necessary to comply with your instructions in that respect.

Critical Dates Occurring After the Completion of Your Matter

Following completion of your matter we do not accept any responsibility for reminding you of any subsequent critical dates or matters (such as, but without limitation, rent reviews, lease renewals, the exercise of options or service of notices within time limits) or the service of any relevant notice on your behalf UNLESS:

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- you instruct us in sufficient time prior to the relevant date to undertake the relevant work; and
 - we have accepted specific instructions from you to deal with the relevant work; and
 - you provide us with all required information promptly upon request.

Outsourced Services

We may arrange for third parties to undertake typing, photocopying or other administrative duties. If your matter involves a dispute and your legal costs are to be paid by the other side in that dispute we may need to submit your file to a professional costs draftsman for the assessment of our costs claim and advice in any subsequent review by the court. We will always seek a confidentiality agreement with any providers of outsourced services. If you do not want any element of your matter to be outsourced, please tell us as soon as possible.

Our Equality And Diversity Policy

We are committed to eliminating unlawful discrimination and to promoting equality and diversity within our policies, practices and procedures. This applies to our professional dealings with clients, other solicitors, barristers and third parties as well as our dealings with our own personnel. A copy of our Equality and Diversity Policy can be downloaded [\[by clicking here\]](#) or you may request a hard copy by contacting the lawyer dealing with your matter.

If you instruct us to act in a manner which does not comply with our Equality and Diversity Policy we will explain to you why this would conflict with our Policy (or why it is unlawful) and we reserve the right not to carry out those instructions. In some instances it might be necessary for us to stop acting for you.

Monitoring Quality and Client Feedback

It is important to us that we offer a good quality legal service to all our clients and we monitor this in a variety of ways. Unless you notify us of your objection in writing you may be contacted by a research agency acting on our behalf to ask you about your experience of our services for feedback and quality control purposes

Ending our Agreement

You may end your instructions to FDR Law by giving us notice in writing but you will be liable to pay to us the fees and expenses we have incurred up to the date on which we receive your notice. We will be entitled to keep all your papers and documents while there is money owing to us for our fees and expenses.

If you have a retainer agreement with FDR hr it may require you to give us not less than 90 days notice of your intention to terminate that agreement. Where applicable this will be specified in writing in our retainer agreement with you. Cancellation charges will apply to certain other types of work undertaken by FDR hr and you will be notified in writing at the outset if they apply and how they are calculated.

In some circumstances we may consider that we ought to stop acting for you. This might for instance occur if:

- You fail to provide instructions on the matter when requested by us;
- You no longer have legal capacity so that you cannot give us instructions or understand the advice we give you;
- You insist that we do something that would place us in breach of our professional obligations;
- You fail to pay our invoice within 30 days of delivery;
- We reasonably believe there has been a breakdown in trust and confidence between you and us;
- There is a conflict of interest between you and us or between you and another client;
- The circumstances set out under the sub-heading "Barristers' and Experts' Fees" in the section entitled "**Charges and Expenses**" apply.

If we decide that we will no longer act for you then we will give you reasonable notice of our decision and you must pay our charges up to the point of termination on an hourly rate plus Expenses as set out earlier. If you still owe us money then we will not produce your papers and documents to you until the debt is paid.

Right Of Cancellation for Consumers

If you are a "**Consumer**" (being an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession) the information provided in our engagement documentation satisfies the requirements of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If you a **Consumer** and the contract between you and us for the provision of legal or HR services has not been entered into at our premises you may have the right to cancel your instructions without any cost to you within 14 days of the contract being concluded. You may cancel by sending a letter, fax or email to us containing a clear

statement of your decision to cancel or you can use the model cancellation form which can be downloaded [**by clicking on this link**] or obtained by request from the lawyer dealing with your matter. However, if you have agreed that we should start work immediately or before the end of the cancellation period you must pay for the services we have provided and expenses incurred up to the point of cancellation. The payment due will be the appropriate proportion of the full contract price.

You will lose your right to cancel the contract if our legal or HR service has been fully performed at your request within the cancellation period. By signing and returning our Engagement Letter (which incorporates these **Terms and Conditions of Business**) or any instruction questionnaire or similar document we have issued, you are agreeing that we can start work straightaway, before the end of the cancellation period.

This right of cancellation does not apply to any matter where we have applied on your behalf for Legal Aid.

Concerns and Complaints

Our Internal Complaints Handling System

We aim to provide a high quality of service in all respects. However, if you have any concerns about our work for you, please raise them in the first instance with the lawyer or HR professional dealing with your work. If that does not resolve the problem to your satisfaction you should contact our Client Care Partner. If for any reason you would prefer not to speak to the lawyer or HR professional dealing with your matter about your concerns you can contact our Client Care Partner directly.

Our Complaints Policy and Procedure is published on our website and can be downloaded [[by clicking here](#)]. Our Client Care Partner can supply a hard copy upon request. The full contact details of our Client Care Partner and our Complaints Administrator are set out in the same location on our website although you can obtain these details directly from any FDR personnel, including our telephonists and reception staff. Information about the legal complaints service offered by the Legal Ombudsman and the relevant contact details are also included in our Complaints Policy and Procedure.

If you wish to object to any legal bill we deliver to you in respect of our costs, you may also apply for an assessment of the bill under Part III of the Solicitors Act 1974.

The Legal Ombudsman

If for any reason we are unable to resolve the problem between us under our internal complaints handling system you can ask the Legal Ombudsman to consider your complaint. More information about the Legal Ombudsman's services are available from us or can be obtained by contacting the Legal Ombudsman direct at P O Box 6806, Wolverhampton WV1 9WJ (Tel. No. 0300-555-0333) or by email on enquiries@legalombudsman.org.uk.

Complaints about Financial Services

Solicitors are regulated by the Solicitors Regulation Authority and the complaints and redress mechanisms available to our clients are provided through the Solicitors Regulation Authority and/or the Legal Ombudsman as explained above. Financial advisers such as FDRIM are regulated by the Financial Conduct Authority and their clients enjoy the benefit of the Financial Services Compensation Scheme but they are not entitled to the statutory protections available to clients of a lawyer regulated by the Solicitors Regulation Authority.

Agreement and Acceptance of these Terms and Conditions

Some of these terms and conditions may not be relevant to your particular matter and they may also be varied and/or superseded by any conflicting provisions set out in the engagement documents issued to you.

The return to us of the copy acceptance form (provided to you as part of our engagement documents) signed by you will confirm that you agree to our **Terms and Conditions of Business**. However, your continuing instructions to us in your matter will also amount to your acceptance of these **Terms and Conditions of Business**.

Model Cancellation Form for Consumers

To: **FDR Law/FDR hr at 1- 5 Palmyra Square Warrington Cheshire WA1 1BZ**

Fax: **01925 230616**

Email: info@fdrlaw.co.uk

I/We hereby give notice that I/We cancel My/Our contract for the supply of the following service:

Legal/HR services relating to:

Ordered on:

Name of consumer(s):

Address of consumer(s)

Matter reference (if known)

Signature of consumer(s)

Date: