



TERMS OF BUSINESS

1. In these Terms of Business "we" or "us" means Cunningham Eves Solicitors and "you" means the client who is instructing us. Please note that any business conducted with us is with Cunningham Eves Solicitors only and not with any one person individually. Cunningham Eves Solicitors is a trading name of Palmer and Palmer Solicitors Limited which is authorised and regulated by the Solicitors Regulation Authority (SRA number 613282). Palmer and Palmer Solicitors Limited is a Limited Company Registered in England and Wales with number 8943369. Registered office: 33-35 High Street, Leatherhead, Surrey, KT22 8AB. Palmer and Palmer Solicitors Limited uses the word "partner" to refer to a director of the company or an employee or consultant with equivalent standing and qualifications.
2. We provide legal services in England and Wales and are authorised and regulated by the Solicitors Regulation Authority ("SRA") and are subject to Solicitors' Code of Conduct 2011 which can be accessed at www.sra.org.uk. We maintain professional indemnity insurance in accordance with the rules of the SRA.
3. When we act for you there is contract between you and us, and these Terms of Business (subject to 4 below) are incorporated into that contract, whether or not you have signed and returned a copy to us. If you have already asked us to start work for you (e.g. by giving you initial advice or by acting in an emergency), we will have done so on the understanding that, unless otherwise agreed, these Terms of Business apply from the start.
4. These Terms of Business should be read in conjunction with our initial Client Care Letter applicable to the particular matter for which we act on your behalf. These Terms of Business, as supplemented or amended by any Engagement Letter, will apply to each matter upon which we work for you.

Your instructions

5. We shall be entitled to assume that whoever gives us instructions to provide services has actual authority to do so and we shall be entitled to rely on any information provided to us by that person. Where instructions are given on behalf of a company, LLP or other organisation, we shall be entitled to assume that these Terms of Business have been brought to the attention of and approved by the directors of the company, members of the LLP or, in the case of any other organisation, the appropriate officers of that organisation.
6. Where you, our client, consists of more than one person or entity, the liability of those persons or entities is joint and several. Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant services, or if a conflict of interest arises between joint clients, we may suspend or terminate the provision of the services related to that matter to one or more of the joint clients.

7. It is vital that you provide us with all relevant information to represent you and provide services to you and that all information provided is, to the best of your knowledge, complete, accurate and up to date, and is supplied as quickly as practicable. Please tell us of any subsequent changes to the information provided, as well as about any further information which might be relevant.

How we carry out your instructions

8. Where appropriate, we will agree with you a strategy for your work and keep you up to date as your matter progresses so that you are properly informed when we require you to make decisions. This, together with interim billing where appropriate, will give you a more accurate idea of what our work for you is costing and enable us to produce more realistic estimates for the rest of our work for you. It will also enable you to weigh up the benefit and risk of undertaking a particular course of action.
9. We are concerned that our work for you should be as cost effective as possible and our advice will usually be given with that in mind. If you wish us to pursue a course of action contrary to our advice, we will require you to confirm your instructions in writing.
10. We will need to consider the possibility of a conflict of interest in our accepting your instructions. We will discuss this with you if it arises.

Responsibility for your work

11. We will confirm to you which person is to be responsible for your work. This may not be the person who normally advises you because your work may be assigned to someone with specialist expertise. The person responsible for your work is likely to be assisted by other members of staff on the day-to-day aspects of your work. If they are to perform a continuing role, we will inform you who they are.
12. From time to time we may outsource typing, photocopying and other administrative tasks on our files to ensure that they are dealt with in a more timely and cost efficient manner. We will always enter into a confidentiality agreement with the outsourced service provider. Should you not want your file to be outsourced, please tell us as soon as possible.
13. Save where the law provides otherwise or unless we agree otherwise with you in writing, we will retain the copyright and any other intellectual property rights in all of the documents and other material produced by us. You will be licensed to use such documents and material for the purposes for which they were prepared, provided that we have been paid in full for our work.
14. Whilst we will maintain strict confidentiality in regard to your work generally, we are subject to a number of regulatory authorities and may be required to disclose some details from time to time to them. For example, the SRA and HM Revenue & Customs have power to inspect our files and records.
15. We also have obligations under law which may in certain circumstances override our duty of confidentiality. An example is where a solicitor knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing. If we are required to make a disclosure in relation to your matter, we may not be able to inform you that a disclosure has been made.
16. If you are not a personal client or a trustee of a private trust, we shall also be permitted, unless you instruct us to the contrary, to disclose when offering our services to others that we have acted for you.

Data Protection

17. We may process your personal data (as defined by the Data Protection Act 1998) for the following purposes:
 - the provision of legal, financial, investment and consultancy services;
 - the administration of files to include verification of your identity;
 - transfer of data between other professionals and advisers notified to us by you; and
 - the marketing and promotion of our services.
18. We may also process your sensitive personal data (defined by the Act) for the purpose of providing legal services to you. If we process your sensitive personal data for any other purpose, we will only do so as permitted by law. You have a right of access to any personal data that we hold about you.
19. Depending upon the nature of the work carried out for you, your personal data may be transferred outside of the European Economic Area where the data protection regulations may not offer the same protection as within Europe.
20. A more detailed list of the purposes for which we may process personal data can be obtained from the Information Commissioner or from the website www.dpr.gov.uk.
21. (a) Our advice is particular to your individual circumstances and we do not accept liability in regard to any person or organisation to whom our advice is not addressed, except where its very nature raises a legal duty of care in favour of a third party. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.
 - (b) (i) In the course of our work we may advise you on Inheritance Tax (in relation to wills and probate matters).
 - (ii) Save as above and unless agreed with you in writing, we do not advise on tax and the scope of our retainer specifically excludes tax and financial advice. You will look exclusively to your accountant or tax specialist for tax and financial advice.
 - (iii) The scope of our work will not include advice on the business implications of any matter, on the adequacy of any insurance arrangements or on the value or physical condition of an asset.
- (c) We shall not be liable for:
 - any advice or document subject to the laws of a jurisdiction outside England and Wales; or
 - any advice or opinion given to you by any third party (whether or not nominated or recommended by us).
22. As required by the SRA we have professional indemnity insurance to protect against the risk of being negligent. Our primary layer cover is up to £3,000,000 per claim. Further information about this insurance, the identity of our insurer, policy number and the nature of cover can be obtained from any partner or from our website.
23. We will perform your instructions with reasonable skill and care but, subject to 24 (d) below, you agree that any liability on the part of Cunningham Eves Solicitors, its members, partners, employees and agents for any loss or damage resulting from the provision of the services or other work we carry out for you, however caused and regardless of the cause of action (whether in contract, tort, statute or otherwise), shall not exceed the sum of £3,000,000.

(b) No liability shall rest with and no claim for all or part of the said loss may be brought against any member, partner or employee of Cunningham Eves Solicitors, who might otherwise be liable to you. Our liability shall be limited to the proportion of the total loss or damage after taking into account your contributory negligence (if any) and the negligence of any other party also liable or potentially liable to you in respect of the same loss or damage. Cunningham Eves Solicitors is a trading name of Palmer and Palmer Solicitors Limited which is authorised and regulated by the Solicitors Regulation Authority (SRA number 613282). Palmer and Palmer Solicitors Limited is a Limited Company Registered in England and Wales with number 8943369. Registered office: 33-35 High Street, Leatherhead, Surrey, KT22 8AB Palmer and Palmer Solicitors Limited uses the word "partner" to refer to a director of the company or an employee or consultant with equivalent standing and qualifications. Limitation shall not apply where legislation or the regulatory system prohibits limitation of our liability, and is subject to the qualification set out in 24 (d) below. We accept the benefit of this arrangement as agent and trustee for each of our members, employees and agents.

(c) Subject to 24 (d) below, we shall not be liable to you (whether in contract, tort, statute or otherwise) whatever the cause thereof (i) for any increased costs or expenses, (ii) for any loss of use, profit, business, contracts, revenues or anticipated savings, or (iii) for any special, indirect or consequential loss or damage of any nature whatsoever.

(d) Nothing in these Terms of Business shall have the effect of excluding or limiting our liability for:

- (i) death or personal injury caused by our negligence, or the negligence of our partners or employees acting in the course of their employment;
- (ii) any fraudulent representation made by us upon which you can be shown to have relied; or
- (iii) any other liability that we cannot exclude by law or under the regulatory system.

(e) If the requirements of our engagement cause us to infringe the rights of any third party, you will indemnify us against all liabilities including reasonable expenses arising therefrom.

(f) We shall not be in breach of the contract between you and us or our obligations to you nor liable for delay in performing, or failure to perform, any of our obligations under the contract, if such delay or failure results from events, circumstances or causes beyond our reasonable control e.g. cyber crime or hacking. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

(g) See also 26 below.

Money Laundering

24. To enable us to comply with our obligations under the Proceeds of Crime Act 2002, we reserve the right to carry out an electronic or other database search of your identity and residence, and may also ask you to produce evidence of the same (even if we already know you). We reserve the right to pass on the cost of such searches to you on the opening of your matter with us, and shall notify you of such costs.

Please also note:

Cash: We are normally only able to accept cash up to a limit of £500 in any 28 day period.

Cheques: We do not accept cheques.

Source and destination of funds: We may also require you to evidence the source and/or destination of any funds that we receive or transfer on your behalf.

Use of e-mail

25. If you wish us to communicate with you by e-mail, please first take into account the following:
- it is inherently insecure;
 - there may be a risk of transmitting viruses;
 - it may be intercepted.
26. The risk of cyber crime is increasingly prevalent, and whilst we have a policy and procedure in place to try and mitigate such risk, it is the case that e-mail transmissions between us may be compromised or intercepted by third parties, such that instructions or information seemingly from an e-mail account are in fact fraudulent. In that event, we shall not be liable for any loss that you may suffer as a result of our acting upon and carrying out your instructions contained in such e-mails. You should therefore consider other methods of communication which may be more secure e.g. post, fax, or telephone.

Custody of papers and other items

27. We will keep all documents and any items which you deposit with us for safekeeping available for inspection upon reasonable notice. They will be returned to you on request unless they are the subject of an undertaking or obligation to a third party or they are being retained pending payment of any outstanding costs.

Subject to any restriction imposed by law, we do not accept liability for the loss of, or for damage to, items held in our custody or any further liability which might arise as a consequence of an item being lost or damaged.

28. Our policy is to destroy most of our correspondence and working papers (other than documents specifically deposited with us for safekeeping or will/LPA/probate files) after a period of 8 years, and we will assume that we have your authority to do so unless you tell us otherwise.
29. We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work in connection with previously stored papers necessary to comply with the instructions given by you or on your behalf. We are entitled to keep all papers and documents while there is money owing to us.

Holding money for you and receiving commissions

30. There will be cases where we hold your money, or money which is due to you, during the course of a transaction. Such money will (unless otherwise agreed with you) be held in our general client account which is subject to the provisions of the Solicitors' Accounts Rules ("SAR") which can be found at www.sra.org.uk.
31. The SAR state that we must have a policy on the payment of interest which is notified to you when we begin acting for you. Our policy is as follows:

(a) Unless otherwise requested and agreed with you, we will pay interest on all monies held for you if we hold cleared funds in excess of £10,000 for a period of more than 5 working days.

We will only pay interest if it exceeds £50.

(b) In accordance with the SAR guidelines, the interest you earn will be the interest your money would have earned if placed with our principal bank which is currently Barclays Bank Plc ("Barclays"). The interest payable on such account is published by Barclays on a daily basis and can also be found at www.barclays.co.uk.

The rates payable will depend upon the amount held by us.

(c) Unless otherwise requested and agreed with you, all interest will be paid to you gross and should be recorded in your next relevant tax return as such. You will be responsible for any tax payable.

32. We may become entitled to a commission if we are asked to arrange insurance business for you. Subject to charging a handling fee, we will pay this to you unless the administration costs exceed the value or a different arrangement has been made with you.

Client monies

33. Our principal client account is currently held with Barclays, although we may place client money in a client account with another bank or building society in accordance with the SAR. It is unlikely that we will be liable if client money is lost if a bank or building society collapses. Any liability we do incur is limited by 22-24 of these Terms of Business.

34. The Financial Services Compensation Scheme ("FSCS") covers deposits belonging to clients who are individuals or small businesses up to £75,000 per client per "authorised deposit taking institution". Please note that some deposit-taking institutions have several "brands", which may all be considered as one deposit-taking institution. The £75,000 FSCS limit applies to the individual client, and so, if you hold other personal monies in Barclays (or the other banks or building societies used by us) the limit remains £75,000 in total.

35. In the event of a bank failure you consent to us notifying the FSCS of your name, the amount held in our client account and other details, together with supporting evidence.

36. If we so wish for whatever reason we may move all or part of our client funds to another bank or building society apart from Barclays. Any such change to our banking will be notified on our website (www.cunninghameves.com) and such publication will be deemed as sufficient notice to you.

Legal Aid

37. We do not undertake work under the Legal Aid Scheme. If you think you may qualify for Legal Aid we will discuss the matter with you.

Fees

Liability to pay

38. You will be responsible for paying our fees and any VAT on them, whether or not you expect to recover some or all of our fees from a third party. This is so, even though you may have to wait some time for any reimbursement due to you from a third party and in some cases embark on more legal work to recover what is owing.

39. Some work may not proceed to completion, for example a prospective acquisition. You will, nonetheless, be expected to meet our charges for acting for you.

Basis of charge

40. Our fees are calculated largely on the basis of the time it takes to perform the work during normal office hours. Other factors may, however, come into consideration such as: the need

to act rapidly or exclusively or outside the usual hours of business; the monetary value of the matter or its overall importance and complexity; and the amount of documentation involved.

Fixed fees, hourly rates and estimates

41. In some cases it will be possible to agree a fixed fee with you for certain pre defined work. In other cases a combination of a fixed fee and an hourly rate of charge may be appropriate. This can be agreed with you at the outset or when a switch to this method seems appropriate.
42. In the absence of a different arrangement being agreed with you, when time charges apply without additional factors (see 41 above) you will be charged at our standard hourly rates.
43. The hourly rates of individual fee earners who are acting on your behalf with regard to a particular matter will be notified to you in our Engagement Letter and otherwise are available upon request at any time. Please note that such rates may be increased to take account of increases in our overheads or when an individual rises in seniority or attains professional qualification. We will give you written notice of any such increase. Lower rates may be applied for necessary additional time (e.g. travelling or waiting).
44. Where no fixed fee has been agreed we will, where possible, try to indicate how much the overall cost of our work might be, but it can only be a rough estimate and it will need periodic revision since factors beyond our control often influence matters to a material degree. For instance, the course and hence the cost of litigation or other adversarial proceedings will depend very much on the actions of your opponent, or the Court process itself.

Payments on account

45. We will normally discharge all usual small out-of-pocket expenses for you as they occur (e.g. fares) and recover them from you when we send you a bill. We will, however, need to be put in funds in advance to cover any more substantial expenditure such as the advice of counsel, accountants, local authority search fees, court fees, volume photocopying, etc.
46. We may ask you to lodge a sum of money with us generally on account of expenses (see below) or on account of costs generally. We will retain that money as a credit against our bill(s), and we may use it to pay any expenses incurred on your behalf. We do not issue invoices for payments on account.

VAT

47. Our fees, including hourly rates, are quoted exclusive of VAT. Our registered VAT number is 733 481 338.

Billing frequency

48. Where appropriate, we will submit interim bills as work progresses usually on a monthly basis. Where we have agreed a fixed fee with you, a charge may be made for as much as the agreed fee if the matter does not reach a conclusion through no fault of ours.

Limit of fees

49. You may at any time set a limit on the fees you are prepared to incur and we will then not go beyond that limit without referring to you. We do, however, require you to confirm this in writing.

Payment and interest on late payment

50. Our bills are payable within 30 days of their delivery. Where you are acting in the course of a business, we may charge interest on any outstanding balance at the rate allowed by the Late

Payment of Commercial Debts (Interest) Act 1998 from 14 days after delivery of our bill. In all other cases, we may charge interest on any outstanding balance at the rate set by the courts in relation to judgment debts from 14 days after delivery of our bill.

We are entitled to pay your bill from monies received by us on your behalf and to retain your file, papers or other property until payment is made.

51. In the event that payment has not been received within 14 days, we also reserve the right to cease work at that point on that or any other matter for you so as not to incur further costs. In litigious matters we would then need to apply for our name to be removed from the Court or Tribunal record as representing you (see 58-59 below).

Independent assessment of our fees

52. You are entitled to complain about a bill (see 6 – 64 below). There may also be a right to object to a bill by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974.

Limited companies

53. Limited companies are sometimes unable to make adequate provision for the timely settlement of legal bills. We may, therefore, require directors to guarantee the fees personally unless alternative arrangements have been agreed in writing.

Litigation costs

54. If we are dealing with such work on your behalf, please refer to the Dispute Resolution department's Additional Information leaflet for an explanation of the more complicated subject of litigation costs.

Insurance mediation

55. We are not authorised by the Financial Conduct Authority ("FCA").

However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts if they are an incidental part of the professional services we have been engaged to supply. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the FCA web site at: <https://register.fca.org.uk>.

Varying these terms and other changes

56. These Terms of Business may be supplemented or varied at the outset in correspondence with you or subsequently by agreement with you. Other changes to our relationship may occur by law e.g. changes to our rules of professional conduct.

Termination

57. You may terminate your instructions to us in writing at any time. For example, you may decide you cannot give us clear or proper instructions on how to proceed, or your circumstances may change. We will only decide to stop acting for you if there is good reason for doing so and we will give you reasonable notice and our reasons for doing so, such as:-

- your failure to pay us any amount due, or money on account requested; or
- your failure to agree any costs Budget or funding for any litigation; or
- your insolvency; or
- the discovery or creation of a conflict of interest; or
- your requesting us to break the law or any professional requirement; or
- the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or

- your failure to give us adequate instructions or information; or
 - any other breach by you of these Terms of Business.
58. If you or we decide that we will stop acting for you, our charges up to the date of our ceasing to act will be payable by you. If we are engaged in litigation on your behalf, unless otherwise agreed, we shall apply to the Court to be removed from the record as acting for you. In any event, you agree that following termination of your instructions, provided that any such termination by us is with good reason, then we will have performed our obligations to you under our engagement. We may be entitled to keep all of your papers and documents until our fees and expenses have been paid.

No continuing duty

59. Unless expressly agreed with you in writing, after conclusion of your particular work we have no continuing retainer to advise you on changes or prospective changes in the law or how the same may apply to your circumstances and the holding of documents or our having knowledge of your circumstances will not be deemed to constitute a continuing retainer.

Complaints and comments

60. We are confident that we will give you a high quality service in all respects. However, if you feel at any time that there is any way we can improve our service to you, please let us know. We continually review our services to our clients and your suggestions can be very helpful.
61. We hope that you will not have cause for complaint, but if you are dissatisfied with our service or with any bill, please refer first to the fee earner handling your matter. If this is not appropriate, please refer to the relevant Head of Department stated in your Engagement Letter, or otherwise listed on our website. We would prefer you put any complaint in writing. Our Complaints Policy is on our website.
62. The Head of Department will acknowledge your complaint, review your file and will aim to respond substantively to your complaint as soon as possible, but in any event within 14 working days of receiving your complaint. If your complaint cannot be resolved, you may ask for the Senior Partner to review the decision of the Head of Department.
63. If you are still not satisfied you may contact the Legal Ombudsman at PO Box 6806, Wolverhampton, WV19WJ, telephone 0300 555 0333 and ask them to investigate your complaint. Any complaint to the Legal Ombudsman must ordinarily be made within 1 years of the problem happening, or 1 year from when you found out about it, and otherwise within 6 months of our final response to your complaint. Please note that the Legal Ombudsman may not be able to deal with complaints from certain types of client. Further information can be obtained at www.legalombudsman.org.uk.

Governing law and jurisdiction

64. The law of England and Wales will govern our professional and contractual relationship with you notwithstanding that you may be based, or our services provided to you, in Scotland, Northern Ireland or elsewhere. Any dispute arising out of or in connection with these Terms of Business and our retainer shall be subject to the exclusive jurisdiction of the English courts.
65. We may at our election refer any dispute between us to mediation by a suitably qualified mediator agreed between us and yourself, or in default of agreement, to be appointed by the ADR Group with the costs of such mediation and ancillary costs (such as venue hire and disbursements) to be shared equally between us and yourself.

Equality and Diversity

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

Quality standards

67. As part of our commitment to providing an excellent service to our clients, we intend to apply for the Lexcel quality mark from the Law Society. As a result we would be subject to periodic checks by outside assessors. This could mean that your file would be selected for checking, in which case we would need your consent for inspection to occur. All inspections would, of course, be conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in anyway. Since very few of our clients object to this we will assume that we have your consent unless you notify us, in writing, to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please do not hesitate to contact us if we can explain this further or if you would like us to mark your file as not to be inspected.

We should be grateful if you would kindly sign and return one copy of these Terms of Business, although please see 3 above.

Client 1 Signature	Client 2 Signature
Client 1 Name (printed)	Client 2 (printed)
Dated	Dated