



### **RM Legal Solicitors Terms of Business**

RM Legal Solicitors is a trading name of RM Legal Solicitors LLP, a limited liability partnership registered in England and Wales. Registered No. OC353855. Our Registered offices are at Avenue House, 38 The Avenue, Southampton, Hampshire SO17 1XN.

A reference to a partner of RM Legal Solicitors LLP means a member of RM Legal Solicitors LLP or an employee or Consultant of RM Legal Solicitors LLP with equivalent standing or qualifications. A list of members is open to inspection at our registered offices in Southampton.

Authorised and regulated by the Solicitors Regulation Authority. SRA Registration No.535312 for Avenue House office.

The firm's VAT registration number is: 998 2618 55.

We will carry out all the necessary work in respect of the matters you have instructed us upon to the best of our ability in accordance with our professional rules and standards.

### **People responsible for your work**

You will be notified who will carry out most of the work in your matter. If at any time he or she is unavailable, please leave a message with their assistant or another member of their team.

We will try to avoid changing the people who handle your work but if this cannot be avoided, we will inform you promptly about who will be handling the matter and why the change was necessary.

### **Conduct of work**

The person responsible for your work will explain to you the issues and inform you of the progress in your matter. He/she will endeavour to communicate with you about your matter. This will include sending out copies of correspondence and documents where necessary or where requested. It is important that you read all correspondence and documents received and raise any questions you have relating to this.

### **Communication & Working Hours**

The normal hours of business at our offices are between 9am and 5.00pm on weekdays excluding bank holidays. Appointments or telephone calls can be arranged outside of these hours to suit you. You can contact us out of hours at +44 (0)7748 643013 or via e-mail at [info@rm-legal.co.uk](mailto:info@rm-legal.co.uk).

It is the firm's policy to ensure telephone calls are returned by the end of the day but you will appreciate that a lot of time during the day is taken up with personal attendances upon other clients and external appointments; accordingly, there may be some time delay in the return of such telephone calls.

Wherever possible the use of e-mail is encouraged and usually results in a quicker response time addressing specific matters

you may have raised in writing. When communicating by e-mail or fax we cannot accept any responsibility for computer-generated viruses or for the security of the transmission.

### **Our responsibilities**

We will:

- treat you fairly and with respect;
- communicate with you in plain language;
- review your matter regularly;
- advise you of any changes in the law that affect your matter; and
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.

### **Your responsibilities**

You will:

- provide us with clear, timely and accurate instructions;
- provide all documentation and information that we reasonably request in a timely manner; and
- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party.

### **Joint instructions**

Where we provide services to two or more persons jointly each agrees (unless and until specific written notification is given to us to the contrary) we may rely and act upon the instructions of one only of these persons. If joint instructions are provided to us all persons instructing us will be jointly and severally liable for our fees.

Any action so taken shall bind all persons instructing us.

### **Charges and expenses**

Unless we agree a fixed fee with you, our charges are based on the time spent dealing with your matter. Time spent on your affairs will include meetings with you and perhaps others; any time spent travelling; considering, preparing and working on papers; correspondence; and making and receiving telephone calls.

### **Our Charges**

We will charge you between £285 and £350 per hour for each hour engaged on your matter by a Member/Partner/Barrister/Consultant/Senior Legal Executive, between £225 and £250 per hour for an Associate/Senior Assistant Solicitor/Legal Executive/Senior Litigation Executive and between £185 and £200 per hour for work done by Paralegals/Executives/Trainee Solicitor from now until we next review our charges. Time spent on a matter is recorded in units of six minutes. Routine letters that we write, and routine telephone calls that we make and receive will be charged as units of 1/10<sup>th</sup> of an hour. Routine letters received will be charged as units of 1/10<sup>th</sup> of an hour. Other letters and calls will be charged on a time basis.

We usually review our charges annually to take account of charges in our overhead costs and will notify you in writing of any increased rate.

In addition to the time spent, we may take into account a number of factors, which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires, and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates set out

above. The rates may be higher if any of the above elements apply.

### **VAT and disbursements**

If you have any query about the level of any revised rates notified to you, please contact a partner straightaway. We will add VAT to our charges at the rate that applies when the work is done. At present, VAT is 20%.

It may be necessary to pay for expenses (often called "disbursements"). For example: court fees, counsel fees, expert report fees, insurance premiums, company searches, travelling, land registry fees, medical report fees, photocopy charges (25p per copy), investigation and tracing fees etc. The person responsible for the conduct of your case will inform you in advance the amount and reason for any expense. You must pay any necessary expense before the firm incurs the cost. VAT is payable on certain expenses. Any estimate is a guide only and is subject to change depending upon a variety of factors including the progress of your matter.

### **Proceedings to recover our costs & disbursements**

In the event we are required to issue proceedings against you for the recovery of any unpaid invoice(s), or any part of it:

you agree to accept service of such proceedings and any other documents by e-mail. Unless stated or agreed otherwise in writing prior to service, you further agree that the e-mail address for the service of proceedings and any other documents shall be the e-mail address you provide to us or use to communicate with us. If there are any limitations to your agreement to accept service by e-mail, such as the format in which documents are sent and/or the maximum size of attachments you can receive, then you must inform the person conducting your matter otherwise it will be assumed there are no limitations and the provision of this clause shall have full effect; and you will be responsible for:

- costs;
- expenses;
- disbursements; and
- VAT,

that we incur as a result of our fee earners allocating time to the recovery of the funds, or as a result of the instructions to third party agents for the same.

### **Legal Aid**

Legal aid is publicly funded legal advice. We are not a legal aid practice and do not offer legal aid. Due to government reforms the availability of legal aid is limited. You can find out more from [www.gov.uk/check-legal-aid](http://www.gov.uk/check-legal-aid) which will enable you to check your eligibility and find a firm offering such services if you wish.

However, legal aid is not available for:

- divorce
- disputes about finances or
- disputes about children except where it is proved that there has been or may be domestic violence or child abuse.

**Legal aid is available for (Firm is not a legal aid practice):**

- proceedings involving the care, supervision and protection of children by a local authority or social services

- applications for court orders to prevent domestic violence and forced marriage
- children under 18 who are parties to family proceedings
- child abduction cases (domestic and international)
- family mediation and legal advice to support clients participating in family mediation
- enforcing certain EU and international agreements about maintenance

### **Instructions from a Limited Company or a Limited Liability Partnership- personal guarantee**

If you instruct us as a director of a limited or public company or a member of a Limited Liability Partnership [LLP] you hereby accept that you will be held personally responsible for the payment of our costs and expenses in the event that your company is, for whatever reason, unable to pay. Directors and Members are deemed to act with full authority of all other current directors or members, and any future directors or members are deemed to have constructive notice of their obligations in this respect. By providing continuous instructions [verbally or in writing] to the firm would be considered as an acceptance of a personal guarantee by a director of a Company or a member of a LLP. If a director of a company or a member of a LLP wishes to be discharged from his/her personal guarantee then please let us know in writing within 7 days from the date of receipt of these terms of business. Any late notification [after expiry of 7 days of receipt of our terms of business] will not be considered as a release of your personal guarantee.

In the event of any costs or disbursements or expenses not being paid or outstanding over 30 days then we reserve the right to decline to act any further in relation to any or all matters we are dealing with for you until payment is made in full.

If we are asked to provide a Solicitor's undertaking on your behalf we are entitled to require you to make a deposit of funds with us or give other security beforehand.

### **Charges for dishonoured cheque**

We are entitled to charge you a sum of £10 (inclusive of administrative cost) for each dishonoured cheque.

### **TT charges**

We are entitled to charge (inclusive of administrative costs) you a sum of between £25 and £35 plus VAT depending upon Barclays Bank TT charges, if we are instructed to send any payment to a third party or yourself via telegraphic transfer (TT).

### **Administrative Charges for credit card and debit card payments**

We are entitled to charge you administrative charges on payments via credit card but will not take any charge for debit card payments from you.

### **Charges for company report and Anti Money Laundering (AML) report**

We are entitled to charge a sum of £20 plus VAT (inclusive of administrative charge) for each company report from Companies House/Creditsafe UK. There will be a fixed charge of £20 plus VAT (inclusive of administrative charge) to obtain a report on identification from "Thirdfort" or £10 plus VAT from "Creditsafe" in order to comply with the current Money Laundering Regulations.

### **Clients' Monies**

We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account of the firm, which is segregated from the firm's fund.

### ***Payment of interest***

Under the Solicitors Accounts Rules 2019 you are entitled to interest on monies standing to your credit in the client account with this firm.

As part of carrying out your instructions to us we may need to hold your money in our client account. When holding client's money we have an obligation to pay interest on that money at a fair and reasonable rate. However, as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain yourself. We must ensure that money held on client account is immediately available and the need for instant access will affect the interest rate.

We align our interest rates paid on both monies held on general client account and separate designated deposit accounts [if any] to the amount paid on the Barclays Bank Client Account. This rate is likely to change from time to time.

Where your money is held on our general client account interest is paid without deduction for income tax. As such it is your responsibility to inform HMRC of amounts of interest received from us. Where interest is held on a separate designated deposit account [if any] interest is usually paid net of tax (unless you have signed a declaration confirming your entitlement to receive bank interest gross).

Under the European Savings Directive regulations 2003/48/EC we are required to inform HMRC of payments of interest to relevant payees and residual entities in prescribed territories.

If we hold money in a separate designated deposit account on your behalf we will account to you for all interest earned on that account. If we hold money in a general client account on your behalf we will account to you for a sum in lieu of interest. Interest will be calculated on a daily basis and calculated on amounts held overnight from the day the funds become cleared for interest purposes. Interest will not be paid if the total amount calculated for the period that cleared funds are held is less than £20. Interest will be calculated and credited to the matter quarterly.

We will calculate interest according to the Solicitors Accounts Rules 2019. If the amount is outside those rules, we will calculate interest at the rate available to us for the amount less, for each interest amount calculated, a fee of £10 to cover administration costs.

Notwithstanding the above unless agreed with you in writing we shall retain monies standing to your credit on the client account in your name with this firm.

The firm does not pay interest on payments on account made by monthly standing order or payments on account of advance costs.

### ***Commissions***

We shall disclose to you all the commissions earned by us in relation to your instructions except where we agree otherwise in writing in which case we shall retain any commissions.

### ***Estimate of costs***

Wherever possible we shall give you an estimate or budget of the likely cost of the work we are doing for you. In certain

circumstances, because of the nature of the work involved, we may not be able to provide you with an estimate.

We will inform you if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter).

It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses that are expected during the course of your matter. This helps to avoid delay in the progress of a case. Payments on account must be cleared before we start work on your matter. We may request further payments on account for charges and expenses to be incurred as the matter progresses. When we put these payments towards your bills, we will send you a receipted bill. We will offset any such payments against your final bill, but it is important that you understand that your total charges and expenses may be greater than any advance payment and also any interim bills.

### ***Financial arrangements with clients***

The firm's policy is to accept cash from clients limited to £500. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

### ***Billing arrangements***

To help you budget, we will send you an interim bill for our charges and expenses at regular intervals whilst work is in progress. We will send a final bill after completion of the work. Payment is due to us within 14 days of our sending you a final or interim bill. This applies unless we have agreed with you a different billing frequency. Our preferred method of payment is by bank transfer.

We will charge you interest on the bill at the rate of 4% per annum above the base rate of Barclays Bank Plc together with compensation stipulated under the Late Payment of Commercial Debts Act 1998, if applicable, from the date of the bill, if you do not pay our bill within this time. Interest will be charged on a daily basis.

### ***Abortive Instructions, Transactions and Delays***

We will delay or refuse to carry out any instructions or transactions if we are not reasonably satisfied of the lawfulness of the instruction or transaction. We are also unable to carry out an instruction or transaction if we have been unable to verify, to our satisfaction, your identity or the principal whom you represent. We will not be liable if we refuse to carry out or allow any transaction or instruction for these reasons.

If a transaction or instruction does not proceed we will make a reasonable charge for the actual work carried out to date, based either on our hourly rates, or the percentage of time spent if it is a fixed price job. In addition to our fees and VAT, you will also have to pay any disbursements that we have paid or committed to pay on your behalf.

### ***Dispute over charges***

If you have any query about our bill, you should contact a partner straightaway.

In non-contentious cases, if you are not satisfied with the amount of our charges you should be aware that:-

- a. Sections 70, 71 and 72 of the Solicitors Act 1974 set out your rights in relation to having the bill assessed by the Court. There are time limits within which you must apply.
- b. We are entitled to charge interest on the outstanding amount of the bill in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009, and we will do so at the rate payable on judgment debts, from 14 days after delivery of our bill.

In contentious cases, you may be entitled to have the bill assessed by the Court. This is called detailed assessment. The procedure is set out in sections 70, 71 and 72 of the Solicitors Act 1974. There are time limits during which you must apply.

### **Proof of identity**

All law firms in England and Wales are subject to stringent regulations concerned with the prevention of money laundering. We are required to identify all new clients, even those introduced by people already known to us. We are also required to renew the identity documents of existing clients every three years, unless a matter is ongoing.

Under the money laundering regulations, the type of identity verification documents we are required to obtain varies and therefore the person with day to day conduct of your matter will advise you of the documents we will require from you to meet our obligations under the regulations. However, below are some examples of the types of documents and information we may need to verify identity:

### **Individuals**

photographic ID such as a passport or photocard driving licence proof of residence, such as a recent utility bill or bank statement (issued within the past three months)

### **Companies/Partnerships/LLP/Trusts**

- company/charity registration number
- identity verification documents for (usually two) directors/partners/Members/trustees
- certificate of incorporation
- memorandum/articles of association
- trust deed
- partnership agreement
- details of controlling shareholders/beneficial owners/main beneficiaries

For individuals, both resident in the UK and abroad, we may conduct an electronic search to confirm identity. This involves us providing the individual's details to a company called Thirdfort or Creditsafe, who then cross-reference the details provided. Although we may conduct such an electronic search we still require a scanned copy or photocopy of a passport or photocard driving licence.

We reserve the right to charge for any searches required to confirm your identity. Our charges vary depending the particular search that is being conducted. We will advise you in advance if we propose to undertake such a search and its related charge.

### **Proceeds of Crime Act 2002 and The Serious Organised Crime and Police Act 2005**

As Solicitors, we have an absolute obligation under the Proceeds of Crime Act 2002 and The Serious Organised Crime and Police Act 2005 to report to the National Crime Agency (NCA) any knowledge or suspicion relating to or incidental to involvement or association with the proceeds of crime or organised crime (including tax evasion or benefit fraud) and are precluded by law of informing you of our intentions of doing so until seven days after such a report. In the event of such a report being made, whether appropriately or not, there shall be no liability to this firm and in no circumstances will any compensation be due or payable.

### **Money Laundering (Amended) Regulations 2012 and Money Laundering Regulations 2017**

We are required to make compulsory identity checks of our clients in order to prevent us from handling the proceeds of crime, either intentionally or unintentionally. Being asked for identification does not mean you are under suspicion.

If you are a corporate client (i.e. a UK limited company) we shall require personal photo identification and a utility bill [less than 3 months old] from a director of the company, if you are a partnership or LLP, we shall need the personal identification from a partner together with satisfactory evidence of a trading address. If you do not have these documents, you will need to prove who you are, but if you cannot provide satisfactory documentation or identification, we reserve the right to refuse to act for you. We shall retain copies of all personal identity for a period of five years.

Notwithstanding the client privilege rules, it is a requirement to notify any irregularities we consider fit to NCA. In the event of a report being made, whether appropriately or not, there shall be no liability to this firm and in no circumstances will compensation become due or payable.

In order to comply with the Money Laundering Regulations we shall carry out any independent checks and searches at our discretion including company searches, and you will be responsible for payment of any such disbursements incurred.

### **Politically Exposed Persons**

The Money Laundering Regulations 2017 (as amended) include provisions which in practice require us to establish whether an individual for whom we are asked to act is a Politically Exposed Person ("PEP").

For the purposes of this firm's Terms of Business, a PEP is a person who is or has been within 12 months of the date of instruction of a specific matter, any of the following: a person who has been entrusted with one of the following prominent public functions namely heads of state, heads of government, ministers and deputy or assistant ministers; members of parliament or of similar legislative bodies, members of the governing bodies of political parties, members of supreme courts, of constitutional courts, or of other high-level judicial bodies whose decisions are not generally subject to further appeal, except in exceptional circumstances, members of courts of auditors or of the boards of central banks ambassadors, chargés d'affaires and high-ranking officers in the armed forces, members of the administrative, management or supervisory bodies of state-owned enterprises, directors, deputy directors and members of the board or equivalent function of an international organisation.

In addition to the primary PEPs listed above, a PEP also includes: family members of a PEP – spouse, partner, children and their spouses or partners, and parents known close associates of a PEP – persons with whom joint beneficial

ownership of a legal entity or legal arrangement is held, with whom there are close business relationships, or who is a sole beneficial owner of a legal entity or arrangement set up by the primary PEP.

***Prevention of Terrorism Act 2000, Proceeds of Crime Act 2002 and Money Laundering Regulations 2017***

By virtue of this legislation and regulations, we are required to abide by the following procedures:

- To verify your identity on the basis of documents, data or information from an independent source.
- To identify any person who is classified by the regulations as a 'beneficial owner'.
- To obtain information on the proposed and intended nature of the retainer and business relationship and so far as it is reasonable satisfy ourselves that the funds which relate to the matter we are instructed upon are legitimate.
- To report to the relevant authority if we have any knowledge or suspicion that an offence under the above legislation or regulations may be or has been committed.

Failure by us to comply with these obligations will result in a criminal prosecution against us. Because of our duty to comply we may ask for evidence of identity and we may ask you detailed questions concerning the source of any relevant funds. We may make use of internet-based searches to help ascertain your identity and money laundering risks. Personal information that you provide may be disclosed to a credit reference agency, which may keep a record of that information.

Unless you contact us after being advised how to access these terms to inform us that you object to the use of such searches it will be deemed that you consent to their use. If we have any concerns about the legitimacy of the funds or the legitimacy of the matter, we are obliged to either terminate the retainer or make notification to the authorities. Such disclosure is required under the legislation and is an exception to our normal duty of confidentiality. Accordingly, we shall not be liable for any loss that you may suffer as a result of our complying with any statutory or regulatory provisions, even if it ultimately transpires that no offences were being committed.

***Bribery and Corruption***

The policy of RM Legal Solicitors LLP is to conduct all of its business in an honest and ethical manner, and to comply with all applicable anti-corruption legislation, including the UK Bribery Act 2010. RM Legal Solicitors LLP has a zero-tolerance approach to bribery and corruption and is committed to acting professionally and with integrity in all its business dealings and relationships wherever it operates.

Where we instruct any third party for or on behalf of you to perform services in relation to any Engagement, we will implement procedures designed to restrict, on a risk-based and proportionate basis, applicable third parties from offering, promising or giving any bribes or being corrupt in relation to those services

***Funding***

Where appropriate we will discuss funding including public funding assistance. If at any time you wish to be reconsidered for public funding or if your circumstances change, kindly notify the person dealing with your matter.

You should always check to see whether you qualify for any legal assistance, for instance, pursuant to a home insurance policy, union membership or any other policy you may hold.

***Recovering charges and expenses from the other side (Disputes only)***

It is important that you understand that you will be primarily responsible for paying our bills. Even if you are successful, the other party may not be ordered to pay all your charges and expenses or these may not be recovered from them in full; if this happens, you will have to pay the balance of our charges and expenses. If the other party is publicly funded, you may not get back any of your charges and expenses, even if you win the case.

If you are successful and the court orders the other party to pay some or all of your charges and expenses, interest can be claimed from the date of the court order. We will account to you for such interest to the extent that you have not paid our charges or expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the court orders the other party to pay.

In some circumstances, the court may order you to pay the legal charges and expenses of the other side; for example, if you lose your case. This will be payable in addition to our charges and expenses. It is possible that our charges and expenses and your liability for another party's charges and expenses may be covered by insurance, and, if not, it may be advisable for you to have insurance to meet the other party's charges and expenses. Please discuss this with us if you require further information.

***Private Client***

**Probate** - Probate Court fees and part of any Inheritance Tax payable are normally payable on the application for Probate. If Building Society accounts form part of the Estate these can sometimes be used to discharge such fees and Tax or, alternatively, a loan may have to be raised from the Deceased's Bankers. In certain circumstances we have to ask the Executors to provide funds in respect of these disbursements if they cannot be readily obtained from the Estate prior to the Grant.

If for any reason you withdraw instructions before administration of the Estate is completed, we will charge you only for the work done up to that point. Depending upon the stage that has been reached this could be a small proportion of the total cost or almost the full amount.

**Wills and Powers of Attorney** – Payment will be expected on or before the completion of the Will or Power of Attorney. Certain wills made with Charity or Internet Schemes have a fixed charge quoted under the scheme.

We adopt the Society of Trust and Estate Practitioners' Code for Will Preparation in England & Wales.

### **Property**

Fees will be charged at the hourly rate of the person dealing with the matter from time to time. We reserve the right to revise any quotation where unforeseen, unusual or difficult problems, which had not been anticipated, are encountered. In matters which prove abortive we reserve the right to charge you for abortive work based on the amount of time spent on your matter.

We reserve the right to render an interim account at certain stages of the transaction, for instance upon exchange of Contracts.

### **Providing exempt financial services**

We are not authorised by the Financial Conduct Authority formerly known as the Financial Services Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. If you are unhappy with any investment advice you receive from us, you may raise your concerns with the Legal Ombudsman.

### **Disclosure of documents (Disputes only)**

It is imperative that any documents that are relevant to your dispute are preserved. As part of the litigation process you will be required to disclose documents that are relevant. There are severe penalties if you either destroy relevant documents or you fail to disclose documents that are relevant to the issues between the parties.

Please advise us if you are in any doubt regarding your obligations concerning disclosure of documents. In any event, we shall provide further advice as to what may or may not be relevant and your disclosure obligations generally as the matter progresses.

### **Storage of papers and deeds etc**

The firm is entitled to keep all of your papers and documents while there is money owing for its charges and expenses.

After completing the work and upon full payment of charges and expenses, the firm will keep your file (both paper files/documents and electronic storage) for a period of 6 years except for any papers which you ask to be returned to you. The firm will store the file (both paper files/documents and electronic storage) for a stipulated period of time on the understanding that it has the authority to destroy it at the end of this period, without notice. The firm will not destroy any documents (both paper files/documents and electronic storage) that you have requested the firm to deposit in safekeeping as long as such a request is within reason. After 6 years, we will retain your basic electronic information for you and your matter in our case management system in order to comply with our regulatory obligations.

We will retain your documents as per our Record Retention Policy. We will retain your original will together with the documents demonstrating the validity of your instructions, and

any papers you ask us to store for you (subject to agreement) for an indefinite period. However, such documents will be destroyed after the 13<sup>th</sup> anniversary of your death if we are unable to return the originals to your personal representatives. Where the will is signed across to personal representatives, the receipt and copy are to be placed on the will file and retained.

There is no charge for retrieving papers or documents from storage for continuing or new instructions concerning your affairs. However, there will be a time-based charge for:

- Producing stored papers and documents to you or another on your request; or
- Reading, correspondence or other work necessary to comply with the instructions given by you on your behalf.

The flat fee for this in any event will be £50 plus VAT.

### **Professional Indemnity Insurance**

The firm's total liability (whether in contract, tort or otherwise) under or in connection with any or all instructions received from you shall not in any circumstances exceed £3m.

In accordance with the disclosure requirements of The Provision of Services Regulations 2009, our professional indemnity insurer is Accredited Insurance (Europe) Ltd, C/O Inperio (London) Limited, Cannon Wharf, Pell Street, London SE8 5EN United Kingdom. The territorial coverage of our policy is worldwide.

### **Rights of Action**

You acknowledge and agree that in relation to the Engagement, your relationship in contract and tort is solely and exclusively with RM Legal Solicitors LLP. Where any individual acts for you in any proceedings, they do so as a representative of RM Legal Solicitors LLP.

No member of RM Legal Solicitors LLP assumes, or will assume, personal liability for the conduct of the Engagement or will have any personal liability for any matter arising out of or in connection with, the Engagement whether in contract, tort, negligence, breach of statutory duty or otherwise and you waive any such claim as may arise unless such member is individually named in the Engagement letter to represent you in court proceedings or where the law otherwise imposes a personal liability.

Further, you agree not to bring any claim of any nature against any partner, member, employee, consultant or contractor of the Firm or any of its affiliated entities in respect of legal services provided by them in connection with the Engagement. It is agreed that partners, members, employees, consultants and contractors of the Firm, and its affiliated entities shall have the right to enforce this clause.

### **Limitation of Liability**

Our liability to you for a breach of your instructions shall be limited to £3m, unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

The advice that we give to you is for your sole use only and does not constitute advice to any third party to whom you may communicate it.

You agree to indemnify us against any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services provided to you by the firm against any of our employees on a personal basis.

We will provide the professional services outlined in these terms of business with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest arising from the supply by you or others of incomplete information, or from the failure by you or others to supply any appropriate information or your failure to act on our advice or respond promptly to communicate from us or the respective authorities or parties.

### ***Raising concerns or a complaint with us***

We are confident that we will give you a high-quality service in all respects. However, if you have any queries or concerns about our work for you, please take them up with the person dealing with your matter. If that does not resolve the problem to your satisfaction or you would prefer not to speak to that person, then please take it up with the Managing Partner, Mr Russell Mozumder.

If you are unhappy about any aspect of the service you have received or about the bill, please contact the Managing Partner Mr Russell Mozumder on 023 8092 6060 or via e-mail at [russell@rm-legal.co.uk](mailto:russell@rm-legal.co.uk) or via post to our offices in Southampton, Hampshire, UK. We have a procedure in place which details how we handle complaints which is available at our offices.

If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ or via email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) to consider your complaint. The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. If you wish to refer your complaint to the Legal Ombudsman this should be done within six months from receiving a final written response from us about your complaint. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern.

### ***Equality and Diversity:***

RM Legal Solicitors are committed to promoting equality and diversity in all of its dealing with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

### ***Data Protection Laws***

We act as a data controller in the provision of our legal services. During and after the Engagement we may process on your behalf any personal data provided to us by you or your employees or agents in relation to any instruction in accordance with data protection standards required by applicable law. Subject as provided below, any such processing shall be in accordance with, and subject to, your instructions except as described below. We will implement appropriate technical and organisational measures to protect any personal data supplied by you or your employees or agents

to us against unauthorised or unlawful processing, accidental loss, destruction or damage, including when we sub-contract any processing (for example, in the case of external storage of data). Your instructions are taken to include the use by us, where appropriate, of independent contractors appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing. We may share personal data with other legal or professional advisers used by us to provide you with legal services. Please see our Privacy Notice for further information on our processing of personal data at [www.rm-legal.co.uk](http://www.rm-legal.co.uk). Where your employees supply their contact details to us, we will only use that personal data in accordance with our Privacy Notice referenced above or as otherwise consented to by them. Russell Mozumder is responsible for the review of our Privacy Notice and Data Protection.

We and/or our independent contractors may from time to time process as a data controller and use the contact details you and your representatives have provided to us to send invitations, marketing materials, legal updates or other publications that we feel may be of interest and to organise associated events as well as business meetings. Such contact details may include any information you or your representatives have made available to us to assist us in such purposes, including for example dietary preferences. Should any individuals not wish to receive marketing communications, please notify your contact at RM Legal Solicitors LLP.

We may also process as a data controller personal data concerning our clients and contacts in other ways for our own business purposes (for example, but not limited to, billing, client management, archives, conflict checks and know-how).

In connection with any of the purposes described above, and any other legitimate processing of personal data, information may be shared with our offices and/or independent contractors both inside and outside the EEA. Data protection laws may be weaker outside the EEA than inside it. As to such personal data, we will ensure compliance with the data protection standards of the EU General Data Protection Regulation 2016 or higher standards under other laws applicable to such personal data.

We may also process and transfer personal data as necessary to effect a re-organisation of our business.

By accepting these Terms of Business, you give positive consent for us to obtain, store and process information about you as described in the preceding paragraphs. You agree that where necessary you will have obtained any appropriate consents from individuals, in connection with the above-described categories of processing, before providing us with any personal data.

It is also a term of the Engagement that any personal data supplied by us to you about employees of the Firm and/or any third parties may only be used for the express purposes for which that information is provided to you.

Data Protection law changed on 25 May 2018 as the General Data Protection Regulation (GDPR) has now come into effect. Our Privacy Notice outlines your rights under the GDPR.

Each party (you and we) will assist the other party in complying with its respective obligations under applicable data protection law and will ensure that the provision of personal data to the other party is fair and lawful. You agree that you will make our

Privacy Notice available to your employees or other individuals whose personal data you share with us where this provision of information is required by applicable data protection law. We in turn agree that we will promptly notify you either: (i) upon receipt of a request or complaint from a regulatory authority or an individual exercising a data subject right; or (ii) in the event of loss, disclosure or unauthorised or unlawful processing of personal data that you have provided to us or that we have obtained on your behalf. We will cooperate with you and provide all reasonable assistance as may be required in either case.

#### ***Retention of personal data for regulatory compliance***

We will retain your personal data & identification for 6 years from the end date of your contractual relationship with the firm. After 6 years, the firm will retain your basic electronic information (personal data) in the case management system in order to comply with the regulatory obligations and to conduct conflicts of interest & identification checking.

A copy of any documents and information obtained to satisfy CDD requirements for AML compliance will be retained for 5 years (both digital and hardcopy) from the date of closure of the matter. After 5 years, we will retain your identification up to the end of 6 years.

#### ***Vetting of files and confidentiality***

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

#### ***Outsourcing of work***

Sometimes we may ask other companies or people to do [typing/photocopying/other work] on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

#### ***Settlements***

During the conduct of your matter it may become appropriate to make an offer to settle the case, either expressed in writing on an open basis or on a 'without prejudice' basis pursuant to the Civil Procedure Rules (Part 36) or the Family Proceedings Rules (rule 2.69). Equally such an offer may be made by the other side in your case. We shall discuss the merits and impact of any settlement offers, if appropriate, as the matter progresses and when the issues become clearer.

#### ***Applicable Law***

The contract shall be governed by, and construed in accordance with, English law. The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our contract and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

#### ***Third Parties***

We respect your right to privacy and confidentiality. However, it may sometimes be necessary to discuss your matter with one of your nominated advisors such as your accountant, debt collection agency, bank manager, estate agent, etc. Also, we may need to demonstrate our maintenance of certain audit standards set by appropriate authorities such as the Solicitors

Regulation Authority. If you do not want us to discuss your matter or show your file as outlined above without first consulting you, please inform us immediately.

#### ***Contract (Rights of Third Parties) Act 1999***

A person who is not party to this agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

#### ***The Consumer Contracts Regulations 2013***

Under the above regulations, for some instructions, you may have the right to withdraw if our contract to provide you with legal services is concluded prior to meeting you. This right to cancel without charge will subsist for 14 days after the contract was concluded. Notice of cancellation should be sent by email or fax to the person named in our engagement letter as being the person responsible for the matter.

#### ***Mortgage Fraud***

When we are also acting for your proposed lender in a conveyancing or commercial or business transaction, we have a duty to reveal to your lender all relevant facts about the purchase and mortgage. This includes:

- any differences between your mortgage application and information we receive during the transaction;
- any cash back payments or discount schemes that a seller is giving you.

#### ***Money Transfer into our client account***

We will not take responsibility if you have transferred money to a wrong bank account. Please speak to your nominated Solicitor/person via telephone prior to transferring any money into our client bank account and clarify the bank details. If you have received any email from us requesting your bank details, please contact your nominated Solicitor/ person via telephone immediately to clarify the enquiry.

#### ***Duties to the court***

If your matter involves court proceedings then you need to note that all solicitors have a professional duty to uphold the rule of law and the proper administration of justice. We must comply with our duties to the court, even where this conflicts with our obligations to you.

This means that we must not:

- attempt to deceive or knowingly or recklessly mislead the court or be complicit in another person deceiving or misleading the court;
- place ourselves in contempt of court;
- make or offer payments to witnesses who depend on their evidence or the outcome of the case

We must also comply with court orders that put obligations on us and ensure that evidence relating to sensitive issues is not misused.

#### ***Foreign Account Tax Compliance Act***



The Foreign Account Tax Compliance Act (FATCA) is a US piece of legislation which has effect in the UK as a result of an agreement between the UK and US governments. The intention behind the legislation is to ensure US citizens disclose their worldwide income to the US tax authority (the Internal Revenue Service or IRS).

To comply with the law, we have to establish whether you are a specified US person or an entity controlled by a specified US person. If so, it may be necessary for us to report to the HMRC for all payments made to you.

### **Credit References**

Before entering into a formal engagement with you we may obtain a report on your credit status from a regulated credit agency and in those circumstances, we will obtain your consent prior to requesting the report. Once we have entered into an engagement with you, we may seek such a report if we deem it necessary for our business interests. By agreeing to our terms of engagement you consent to us obtaining a report on your credit status should we require to do so.

### **Novation**

We may transfer all rights and obligations under any contract with you to any successor to the firm in the context of its business. In the event that such a successor, whether it be a partnership, limited liability partnership, or body corporate takes on the business of RM Legal Solicitors LLP. By continuing to instruct us having been notified of these Terms of Business you agree to the future novation of any contract you have with us in favour of the successor entity.

### **E-mail Communication**

We are constantly reviewing and upgrading our e-mail technology to ensure that we can communicate with you as effectively as possible by e-mail with the minimum risk of virus infection. However, e-mail carries some inherent risks, namely potential lack of security and lack of authenticity. Further, where sender and recipient use different internet service providers, there can be no guarantee of prompt transmission and incompatibility may also create delivery problems. Notwithstanding these potential problems, the vast majority of e-mail communication is secure and prompt, but we are nevertheless required to advise you of these potential risks. If you request us to communicate by e-mail or send us an e-mail, you will be deemed to have accepted the inherent risks in e-mail communication and we shall have no liability for any losses arising from such risks.

### **Cyber Crime**

We prefer to communicate using e-mail as this provides a better service to our clients. If you would like us not to use e-mail then please let the person handling your case know.

In order to protect the content of e-mails from disclosure, e-mails sent by us are encrypted. If your e-mail server is able to accept encrypted e-mails this is how they will be delivered otherwise you will need to collect the e-mail from our secure web portal.

It is a condition of doing business with us that you send information to us via an encrypted link or the web portal in order to protect the content of the e-mail whilst in transit. We are entitled to accept all messages as genuine, complete and

accurate and we will not consider liability for any financial loss or breach of confidential information if encryption is not used. In order to protect the integrity and security of our computer system, we may prohibit the receipt and opening of certain types of electronic files by our staff. Incoming e-mails are subject to automatic screening for viruses, malware and undesirable content. In certain cases, your e-mail could be prevented from entering our system and consequently may go unread if potentially harmful content is detected.

E-mails sent over the internet do not always reach their intended recipient and may be tampered with. We do not guarantee that every e-mail sent by you or us will reach the intended recipient. If you have sent us an urgent e-mail, one that varies a previous instruction or that contains banking or other highly confidential information, we strongly recommend that you telephone us to confirm receipt.

We have no control over and consequently will not accept any liability for the safe and secure passage of e-mails between your mail server and your connected viewing device or between such device and our secure portal.

The firm will not change its bank account details, so you should regard any e-mail that purports to notify you of a change as potentially fraudulent. Do not act on the e-mail, but please inform us if you receive such an e-mail.

### **Termination**

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account or failure to provide us instructions or provide us with misleading instructions. We must give you a written notice that we shall stop acting for you.

### **Changes to these Terms of Business**

We reserve the right to make changes to these terms of business to reflect new legislation, practice and procedures, or changes in market conditions. If any changes become necessary then we will notify you with details in writing wherever practicable before the change takes effect.

### **Helpful advice and guidance**

We will take all reasonable steps to help you understand your matter or dispute and give any explanation you require.

#### **➤ Confidential Handling of Your Personal Affairs**

RM Legal Solicitors shall work at all times in compliance with the rules provided by the Solicitors Regulation Authority and the Code of Conduct. No information will be given to third parties about your affairs without your express prior approval. However, the duty to keep a client's confidences can be overridden where a solicitor is being used by the client to facilitate the commission of a crime or fraud as this is not within the scope of our professional retainer.

#### **➤ CCTV and Call Recording**

Our Premises are monitored by 24 hours CCTV camera system and all incoming and outgoing telephone calls are recorded for quality and training purposes.

➤ **Clients' duty of confidentiality**

Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

➤ **Disclosure of Information**

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to NCA whereby they have knowledge or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

**You do consent to the following disclosure:**

- in the proper handling of your work;
- on a confidential basis to external authorities who make random checks of files;
- to our bankers to facilitate payments on your behalf;
- to our professional indemnity insurers;
- if required by our professional regulators or by law, such as a court order;
- to your Trustee in bankruptcy or Receivers/Administrators/Liquidators of a company

whereby you were a director or shareholder, if applicable;

- on a confidential basis to any external provider of any other administration services.

If we are required to disclose information, or if you ask us to object to disclosure, we may charge for the work involved.

➤ **Quality Assurance**

RM Legal Solicitors are a Law Society Lexcel & Conveyancing Quality Scheme accredited firm who conducts a rigorous annual quality control review over all of its members to ensure that high professional standards are maintained and delivered to the clients.

➤ **Personal Service**

If the designated person or partner who is acting for you is not available, or if you have any problems at any time, do not hesitate to contact the Managing Partner Russell Mozumder via email ([russell@rm-legal.co.uk](mailto:russell@rm-legal.co.uk)) or telephone (02380 926060).

**Acceptance of these terms of business**

Please sign and return these terms of business within 7 days from the date of receipt. Your continuing instructions will amount to your acceptance of these terms of business.

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Ref:** \_\_\_\_\_

**Ref:** \_\_\_\_\_