

FOWLER de PLEDGE
TERMS AND CONDITIONS OF BUSINESS - Version 21A

In these terms and conditions, “we” and “us” means Fowler de Pledge and “you” means “*the client*” and those you authorise to speak to us. You are responsible for all instructions and information given to us by you and given to us by those you authorise us to speak to.

1. RESPONSIBILITY FOR YOUR WORK

1.1 You have been informed who will have day to day conduct of this matter. You will be told if other people are substantially involved in the conduct of your matter.

1.2 We are Fowler de Pledge which is a partnership located in Cambridge. The names of the partners and the address of the office and other contact details are set out on our letterhead and on our website. The senior partner of the firm is Paul de Pledge. Any difficulties that you are unable to resolve with the person dealing with your case should be taken up with Paul de Pledge.

2. INSTRUCTIONS

2.1 In giving your instructions to us you warrant that all information on which those instructions are based, and on which we base our advice is true, complete and accurate to the best of your knowledge, information and belief.

2.2 Your instructions will not be accepted if they require or may lead us to breach any equality or diversity law, directly or indirectly.

2.3 You will update us with any further information or instructions that we need in order to continue acting for you. You must not keep from us any information which is relevant to our ability to carry out your instructions competently and comprehensively. It may be that matters raised will be such that we are not able to continue acting for you because of some conflict of interest or other matter, but you are nonetheless obliged to draw matters to our attention.

2.4 We will keep you informed of all material developments in the case, including inaction for whatever reason, and we will notify you of any circumstances which may affect the fees we will charge.

2.5 We will advise you on the current law and practice, correct on the date that is given. The law can change and we are under no duty to update advice once given unless it is relevant to an active retainer.

2.6 We are of course bound by professional confidentiality and in all normal respects, whatever you tell us must remain confidential. The duty of confidentiality covers all our partners and employees and those with whom we may contract on your behalf, such as costs draftsmen or barristers. There are some circumstances when we/they are obliged by law to breach confidentiality; principally in the context of criminal or some other investigation.

2.7 By the same token, we cannot break confidentiality unless you authorise us to do so. We cannot discuss your case with relatives, friends, employers etc unless you have authorised us to do so. We take confidentiality very seriously and we may ask you for your written authorisation before agreeing to share your confidential information with other persons at your request.

2.8 The copyright and all intellectual property in any documents we create and supply to you remains ours. You will have a non-exclusive licence to use the documents and we may provide you with electronic copies for repeat use (eg of employment contracts or terms and conditions) but we retain ownership. You can only use and, if appropriate, reproduce the documents we create for the purposes set out in the retainer. This includes

documents created from original drafts provided by you. The ownership of the original document remains with you but we own the amended version which contains our intellectual property.

2.9 You agree that we may disclose matters confidential to you to the proper authorities if required by law. Also, we may disclose these to our insurers and any other interested party in the event of a claim or complaint by you.

3. CHARGES AND EXPENSES

3.1 Our charges are based on the time we spend in dealing with a case and time spent on your matter(s) and will include meetings with you and perhaps others; Court attendances (in litigious matters); any time spent travelling; considering, preparing and working on papers; correspondence; making and receiving telephone calls; general care and attention.

3.2 We will charge you the rate agreed in your client care letter (as varied from time to time) for each hour engaged on your matter from now until the review date on 1st January. Administrative work such as typing is not chargeable, but any work undertaken by a Paralegal will be charged at £85 per hour plus VAT.

3.3 In matters of special importance or value, we may charge a supplementary fee in addition to our hourly charges.

3.4 Routine letters that we write, and routine telephone calls that we make and receive, will be charged as units of 1/10th of an hour. Routine letters received will be charged as units of 1/10th of an hour. Non routine letters and calls will be charged on a time basis.

3.5 If your instructions mean that we have to work outside normal office hours, we reserve the right to increase the level of the hourly rate. Normal office hours are 9 am to 5 pm Monday to Friday, except public holidays. We will agree the enhanced hourly rate with you but it would not exceed 150% of our standard hourly rate.

3.6 On 1st January of each year we will review our hourly rates and notify you in writing of any increased rates.

3.7 In addition to the time spent, we may take into account a number of factors in setting our charges which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge which the case requires and, if appropriate, the value of the property or subject matter involved.

3.8 **In litigious matters, the amount of our costs which you will have to pay may be greater than the amount you can recover from another party to the case and it is very important you understand this.**

3.9 We will add VAT to our charges at the rate that applies when the work is done. The current rate for VAT is 20%.

3.10 If you are a client inside the European Union receiving legal services in a business capacity then the services will be zero rated, except where they relate to land/real property in which case the Standard Rate, currently 20%, will apply.

3.11 If you are a client inside the European Union receiving legal services in a private capacity then the services will be subject to VAT at the Standard Rate, currently 20%.

3.12 If you are outside the European Union receiving legal services in either a business or a private capacity then the service will be zero rated except where they relate to land/real property when the standard rate, currently 20%, will apply.

3.13 There may be certain other expenses, including payments we make on your behalf (disbursements), for example Court fees, fees for reports and Counsel's fees, which you will have to pay, and again VAT can be chargeable on some of these expenses. We do not normally charge for administrative costs, but we reserve the right to make a charge, and will do so in exceptional circumstances, such as substantial photocopying (e.g. large trial bundles), or unusual postage costs.

We would not charge for photocopying letters to forward on to you but we would reserve the right to charge in respect of a bundle of documents in excess of 20 pages at 25p per page. We would not usually charge disbursements of less than £5.00 for extra administrative costs but we may aggregate a number of low costs if the frequency of such costs makes it reasonable in our view for us to do so. We reserve the right to charge for all disbursements incurred, though in practice we will not charge for routine overheads.

3.14 Mileage is charged at whatever the current HMRC allowed rate is. The current rate is £0.45 per mile.

3.15 We try to keep in mind the cost to clients of our work, but litigation matters are often unpredictable in terms of cost, and in embarking on or defending litigation you must bear in mind that the case may well proceed all the way to trial.

3.16 If, for any reason, this matter does not proceed to conclusion, we will charge you for the work done and expenses incurred to the point our involvement comes to an end. In some cases such as conveyancing or other private client work we may agree a fixed fee if the matter does not conclude.

3.17 It is normal practice for solicitors to ask clients to pay sums of money from time to time on account of the charges and expenses to be or being incurred, which helps to progress a case. We are no different. We will need money on account of our charges and to enable payment of certain expenses before we commence work on your matter. By remitting monies to us on account for such charges and expenses (known commonly as disbursements) you consent to these being paid by us on your behalf and we will not seek any further consent. Where any disbursements are paid from our office account you consent to our being repaid from any monies held on your account for that purpose. We may request further payments on account for charges and expenses being incurred as the matter progresses. If we use money on account to pay disbursements or our bill then we may ask you to replace the sums on account if we deem it to be reasonable to do so.

3.18 We will, in our discretion, render interim accounts, particularly in long running or complicated matters. Any such payments will be offset against your final account. It is important that you understand that your total charges and expenses may be greater than any advance payments.

3.19 Where we have given a fixed or capped fee, we are making the following assumptions and we reserve the right to review and alter our fees should the assumptions prove not to be correct. The assumptions are:

a) That each party we are dealing with is represented by a law firm which is competent and able to deal with matters such as the one(s) for which you have given us instructions. Additional parties, unrepresented parties or (as is surprisingly common) parties represented by solicitors who have neither the experience nor the resources to deal with a matter of this kind may lead to substantial extra work by us and therefore, to a change in our fees.

b) That we will act only for the company/you and will not be required to advise anyone else, nor will we be asked to provide any legal advice or opinions to any third party.

c) That you will provide us with full instructions. You will cooperate with us at all times and will give us full, frank, accurate instructions and will act swiftly to meet our reasonable requests and questions.

d) Our work is as described above and the scope and nature of our instructions have not been changed.

3.20 A condition of our retainer is that all monies due to you as a result of the work undertaken will be paid via ourselves. It is also agreed that any bills or disbursements outstanding to us will be discharged from monies received prior to any money being paid to you. We will in such cases agree our costs with you and/or provide a bill prior to any payment being made and will provide cash accounts as appropriate.

3.21 Much as we appreciate receiving cash, the modern environment of anti money laundering and anti terrorist regulation means that we cannot accept more than a total of £500 in cash from you in respect of any matter.

4. PAYMENT OF INTEREST

4.1 Any money received on your behalf will be held in our client account. Where interest on any such money held on your behalf exceeds £50 in any Fowler de Pledge accounting period and subject to de minimis consideration, such interest will be calculated and paid to you at the rate set by Barclays Bank plc. That of course may change. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you subject to minimum account balances and periods of time set out in the SRA Accounts Rules 2019. If you have any query about your bill you should contact Paul de Pledge straight away.

5. BILLING ARRANGEMENTS

5.1 We may send you an interim bill for our charges and expenses from time to time while the work is in progress which also enables you to budget as the matter progresses. We will send you a final account after completion of the work.

5.2 Payment is due to us within 14 days of our sending you an account and we reserve the right to charge you interest on any outstanding account at 4 per cent per annum over Base Rate from the date on which payment of our bill is due, which will be charged on a daily basis. Unpaid bills accrue interest at the rate set out in our engagement letter and we reserve the right to claim interest if our bills are unpaid for more than 14 days after delivery of the bill to you.

5.3 If payment is not made we reserve the right to cease work until the bill is discharged and in a litigious case to remove ourselves from the Court record.

5.4 If you have any query about your bill you should contact the person having conduct of your matter straightaway.

5.5 You may pay our bills by cheque or Bank Transfer. Alternatively, you may lodge the estimated whole cost on account with us at the outset. We will then draw on the money to pay each bill as it falls due.

6. OTHER PARTIES LIABLE TO PAY YOUR COSTS AND OTHER PARTIES CHARGES AND EXPENSES

6.1 It is important you understand that **you** are responsible for paying our accounts. We will discuss with you whether your charges and expenses might be paid by and/or recovered from another person but even if you are successful (in a litigious matter) 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 remain at all times responsible for our full charges and expenses.

6.2 If the other party has the benefit of a Legal Aid Certificate it is likely you will not get back any of your charges and expenses, even if you win the case.

6.3 If you are successful and the Court orders the other party to pay some or all of your costs and expenses, interest may be claimed on them from the other party from the date of the Court Order and we will account to you for such interest to the extent that you have paid our charges and expenses on account, but otherwise we reserve the right to offset that interest against outstanding accounts.

6.4 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, so Judgment in your favour may not necessarily be the end of the case.

6.5 In some circumstances, the Court may order you to pay the other party's legal charges and expenses; for example, if you lose the case. **These costs will be payable in addition to our charges and expenses.**

7. STORAGE OF PAPERS AND DOCUMENTS

7.1 After completing the work, we are entitled to keep all your papers and documents while there is money still owing to us for our charges and expenses. This is called a lien. Subject to that, we will keep our file of papers (except for any papers returned to you of course) for no more than six years. We will store the file on the understanding that we have authority to destroy it six years after the date the final bill was sent to you.

7.2 We will not destroy documents which you specifically deposit for safekeeping such as Wills and Deeds.

7.3 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your matters we will not normally charge for mere retrieval, but we reserve the right to do so if there is a significant amount of time incurred.

7.4 We will make a charge if we have to retrieve specific papers at your request.

8. CANCELLATION & TERMINATION

8.1 You have the right to terminate your instructions to us at any time that you wish by contacting us. We shall require such instructions to be confirmed in writing. You will have to pay us for the work we have done to that point, together with any expenses which have been incurred, whether or not we have actually received an invoice for those expenses (eg Counsel's fees). We will be entitled to keep all papers and documents whilst there is money owing to us for our charges and expenses. This is called our "lien" and means that we may hold your papers as security until all outstanding amounts are paid.

8.2 If your instructions have been given to us anywhere other than our office (e.g. at your home or place of work) then the Consumer Credit Distance Selling Regulations apply. If the Regulations apply we hereby give you notice of your rights to cancel which you should do by completing and returning the attached form and also give you an opportunity to waive your rights should you wish us to take any action on your behalf within the cancellation period.

8.3 You cannot, however, cancel the agreement once we have, with your permission, begun work on your behalf. By signing and returning the letter attached you are agreeing that we should begin work straight away. We do not have to wait for the cancellation period to expire.

8.4 In some circumstances, you may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed or for some reason you feel unable to accept the advice tendered by us.

8.5 We may decide to stop acting for you, but only for good reason - for example, if you do not pay an account; or if a conflict arises; or other substantial reason, in which case we will give you reasonable notice that we are ceasing to act for you. We will only act in your best interests, and if we decide that we cannot do so for whatever reasonable cause, we shall withdraw from the retainer. We are under no duty to give a reason for our decision to stop acting for you, and in some circumstances may not be able to do so. Giving reasons for terminating your retainer is a matter for our absolute discretion.

8.6 If you or we decide that we are no longer to act for you, you must still pay our charges to the point of termination of the relationship.

8.7 In the event that we cease to act in a litigation matter you will file a Notice of Acting in Person or arrange for alternative solicitors to file a Notice of Acting with the Court. In some circumstances we may require you to sign an undated Notice of Acting in person and lodge this with us so that if necessary, we can lodge the Notice with the Court ourselves.

9. LIABILITY

9.1 Our liability to you/the company/another for any breach of contract or tort by us including negligence arising out of this matter will be as provided by English Law and, so far as English Law allows, will be limited as follows :

a) We have a cap on our insurance of £2,000,000 (two million pounds) and we will not accept instructions, nor accept liability, in any case which could breach that amount. You agree that (unless you have raised the matter with us and specific terms have been agreed) any claim by you is capped by our insurance limit and that you will not claim more than £2,000,000 from us.

b) We will not be liable for any economic or special loss arising from indirect or special factors. This means we will not accept liability for losses which do not flow directly or materially from the breach of contract, or the tort alleged against us, including losses arising from intervening cause or factors or that are based on special circumstances, even if we are notified of these.

9.2 Our liability to you for a breach of your instructions shall be limited to the fees paid by you, unless we have expressly stated 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.

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

9.4 We will communicate with you by post, email or both. This is at your discretion. These methods are not guaranteed to be secure. We will take all reasonable steps to protect our communication but we will not usually use encrypted or password protected emails and attachments. If you require this you must discuss it with us. We are not liable if emails or post are lost, hacked or delayed in the absence of specific negligence on our part.

9.5 We encrypt our laptops but we cannot guarantee that these will remain secure if lost or stolen. Also, to give you a better service we may use personal devices (e.g. smart phones) to communicate with you and again, although these will be password protected, we cannot guarantee that they will not be hacked or the data otherwise interfered with. Portable dictation machines cannot be encrypted or password protected. You accept that it is more efficient for us to work in these ways and that these risks exist. We are not liable for any data loss in the absence of specific negligence on our part.

9.6 It is a fundamental part of our retainer with you that you accept that these risks exist and you agree that we will not be liable for any losses unless we are negligent in ways other than merely using systems which are not or not, adequately, encrypted or password protected.

9.7 Please ask if you would like us to explain any of the terms above.

NB. We consider these exclusions and limit on our liability to be reasonable and proportionate given the nature of the instructions we have received. If you wish to discuss any of these matters further, please contact us.

10. COMPLAINTS

10.1 We are confident of the service provided to our clients, but if you have any queries or concerns then please raise them in the first instance with the person having conduct of your matter, and if that is not resolved to your satisfaction, please contact Paul de Pledge, who is a Partner in this firm. If you prefer not to speak with Paul de Pledge then speak with Deryn Coe who is also a Partner in this firm.

10.2 We attempt to resolve problems that may arise with our services promptly, fairly and effectively and it is therefore important that you immediately raise any concerns you may have. We value you as a client and would not wish to think you have any reason to be unhappy with us but occasionally differences of view arise and it is in all parties' interests that attempts are made to resolve them. Once we have received your complaint we will

write to you within 3 days to acknowledge receipt and explain what will happen next. We will also enclose a copy of our Complaints Procedure.

10.3 If you are not satisfied with our handling of your complaint you can ask The Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ, by telephone on 0300 555 0333 or by email on enquiries@legalombudsman.org.uk to consider the complaint. In order for the Legal Ombudsman to consider your complaint it must be made to them within 3 months of your receipt of our decision letter to you.

10.4 You may also lodge a complaint with the Solicitors Regulation Authority (SRA) should you so wish –there is a link to the SRA on our website.

10.5 In non-contentious business matters you may have the right to object to our bill by way of the firm's complaints procedure, and/or by making a complaint to The Legal Ombudsman PO Box 6806, Wolverhampton WV1 9WJ and/or by applying to the Court for an assessment of the bill under Part III of the Solicitor's Act 1974. Your rights are set out more fully in the Solicitors (Non-Contentious Business) Remuneration Order 2009.

10.6 In contentious business matters you may have a right to have our charges assessed by the Court under Part III of the Solicitors Act 1974 and the procedure is set out in sections 70, 71, and 72.

11. MONEY LAUNDERING

11.1 The Money Laundering Regulations 2003 and the Proceeds of Crime Act 2002 imposes a number of duties on Solicitors to help prevent money laundering. We take our responsibilities under this legislation very seriously.

11.2 Money Laundering is the process by which the proceeds of crime and the true ownership of those proceeds are changed so that the proceeds appear to come from a legitimate source. The Proceeds of Crime Act includes such things as tax avoidance, VAT fraud and money obtained from criminal activities. Solicitors are now required by law to report any suspicious activity to the Serious Organised Crime Authority ("SOCA"). Failure to report can lead to prosecution and imprisonment. It is also an offence to "tip-off" a suspected client that a report has been made to the SOCA.

11.3 The principle of this is that we have to be satisfied as to our client's identity. We cannot undertake paid work for you until we have carried out the identification process.

11.4 The law says that we have to be sure you are who you say you are and that you live where you say you live. Consequently, we need one piece of photographic I.D., (for example, a passport or photographic driving licence) and one proof of address which has to be an official document (such as a bank statement, credit card statement, contract mobile phone bill, utility bill, mortgage statement or council tax statement). The document should be an original, not a photocopy, and should not be more than three months old. Finally, we will also need your National Insurance number.

11.5 For partnerships we will need some evidence that you have the authority of the partnership and the names of the other partners.

11.6 For companies we will need proof of identity for a Director as above and also the Certificate of Incorporation, together with records of any changes to the name of the company.

11.7 We will need to take copies of these documents and retain them on our files for a period of 5 years.

11.8 In some cases, it is impracticable for you to visit our offices to be identified. We will accept documents by post or email but these must be verified. We may rely on a professional who identifies you to us.

11.9 We are sorry that this will put an extra burden on you. However, this is the law and we have to ensure that you comply so that we can act for you and deal with your legal issues.

11.10 If you have any questions about this, please do not hesitate to contact us.

12. DATA PROTECTION

12.1 We are registered with the Information Commissioner's Office and our registration number is: Z9085505.

12.2 We collect and use your personal data (information which directly or indirectly identifies you) as follows:

- Where its collection and use is necessary to perform the legal services you require; or
- Where it is in the interests of you; or
- Where it is necessary to comply with our legal or regulatory obligations; or
- Where we have consent; or
- For the purposes of our own legitimate interests.

12.3 Our use of that information is subject to: the Data Protection Act 1998: the General Data Protection Regulation (GDPR) and our duty of confidentiality. Please note that our work for you will require us to give certain information to third parties. We will only give such information as is in our view necessary.

12.4 You give us your consent to obtain and use material about you from whatever sources, subject to the Data Protection Act and the GDPR including giving information to third parties. Your consent includes permitting us to access and use Protected Data to trace you if we lose contact with you before this matter is concluded, and/or before our accounts have been discharged.

12.5 You have a right of access under the Data Protection legislation to the personal data that we hold about you, correction if necessary and for any complaints please use the firm's complaints procedure or alternatively complaints may be made to the Information Commissioner's Office.

12.6 You also consent, unless you notify us to the contrary, to our contacting you regarding matters that we reasonably consider might be of interest to you for a period of six years from date of payment of your last account.

12.7 We do not data mine or trawl nor does our website make use of cookies.

12.8 We keep information for as long as we need it and as a general rule for six years.

13. FINANCIAL SERVICES

13.1 Sometimes the legal services we are providing involve investments. We are not authorised by the Financial Conduct Authority to give investment advice and so may refer you to someone who is authorised to provide the necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by The Law Society.

13.2 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 mediation activities which is broadly speaking, advising on, selling and administration of insurance contracts. This is part of our business, including arrangements for complaints or redress if something goes wrong, and is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk

13.3 The Law Society of England and Wales 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 insurance advice you receive from us, you should raise your concerns with either of those bodies.

14. MISCELLANEOUS

14.1 We are committed to promoting equality and diversity in all our dealings with our clients, third parties and employees and you may ask us for a copy of the Policy if you wish.

14.2 Where your files are required to be produced to others, for example, in respect of an audit, those others are required to maintain confidentiality in relation to your files.

14.3 Email – Please note that for the purposes of Communications an email received by us will be treated as the receipt of a letter for the purposes of the timing of a response.

15. PROVISION OF SERVICE REGULATIONS 2009

15.1 We comply with the above Regulations by displaying the required details of our Professional Indemnity Insurance in our office.

16. AGREEMENT

16.1 Unless otherwise agreed, these terms of business apply to any future instructions you give us but we as a firm must reserve the right to amend these terms of business from time to time.

16.2 By signing the letter with which these Terms and Conditions were sent you confirm your continuing instructions in this matter and your acceptance of these terms and conditions of business.

17. DISPUTE

17.1 Any dispute or legal issue arising from our Terms of Business will be determined by the laws of England and Wales and considered exclusively by the English and Welsh Courts.

This is an important document which you should keep in a safe place for future reference.