

# **SCOTT WALBY LLP**

## **SOLICITORS**

### **TERMS OF BUSINESS**

#### **Instructions:**

**Please read these terms and conditions carefully and sign at paragraph 25 below, and return one copy to Scott Walby LLP, Brooke House, Oakley Hill, Wimborne, Dorset BH21 1RJ. Further copies are available upon request. We reserve the right to make changes from time to time and will keep you informed of these changes. We regret we are unable to act on your behalf prior to receipt of this document duly signed. If we act on your instructions, it is on the basis that these terms of business are deemed to have been agreed by you and are therefore effective. These Terms of Business should be read in conjunction with our Client Care letter.**

#### **1. Our obligations:**

- 1.1. We will provide quality legal advice tailored to your objectives regarding the matter in which we are instructed, within the bounds of our professional duties and responsibilities as Solicitors.
- 1.2. We will advise you and keep you regularly informed on the work which may be required and, as far as reasonable, the prospects of success for achieving your objectives. We will deal with your calls and letters promptly.
- 1.3. We will NOT be responsible for any matters about which you have not asked for advice from us, particularly in respect of any work we do for you which may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of your matter, or the likelihood of them arising. In addition, we will NOT be responsible for alerting you to the business or financial implications of the actions you may take or decisions you may make as a result of any advice we give you unless you instruct us clearly that our retainer includes advising you on such implications. If you have any concerns in this respect, please raise them with us immediately. This may involve detailed research to then resolve the issue and we will do so and advise you accordingly. If we are not able to advise, we may be able to identify a source of assistance to you.
- 1.4. We will NOT be responsible for carrying out or advising as a result of a physical inspection of any residential or commercial property, or any property which may form part of the sale or purchase of a business or any other similar transaction or carrying out due diligence searches on your behalf. However, if you wish us to provide this service for any reason, please make a specific request. We will not advise you on:
  - 1.4.1 the planning implications unless specifically requested to do so by you, otherwise than reporting to you on any relevant information provided by the results of the Local Search;
  - 1.4.2 on the physical condition or valuation of the property;
  - 1.4.3 on the suitability of your mortgage or any other financial arrangements;
  - 1.4.4 on environmental or contamination liabilities, where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain an environmental search on behalf of the lender at your expense.

#### **2. Your obligations are to:**

- 2.1. provide us with full, true and up to date information in respect of your matter or case and provide us with your reasonable instructions to allow us to carry out your work effectively;

- 2.2. deal with us honestly and in good faith and respect our professional rules and obligations;
- 2.3. pay all outstanding invoices promptly, subject to any reasonable period of time that we may grant you to pay an invoice.

### **3. Your acceptance of these terms of business**

- 3.1. By instructing us to provide legal services to you, you are deemed to have accepted these terms of business.
- 3.2. Any variation to these terms of business must be in writing and agreed by the parties.
- 3.3. Please note, these terms of business will have effect from 04 January 2022 or upon new instructions being received, whichever is the earlier event.

### **4. Commercial clients**

- 4.1. Instructions received from an individual on behalf of a company, partnership or limited liability partnership shall be deemed to be the liability of both the corporate entity and the individual, on a joint and several basis. By accepting these terms of business, the director/partners/members/authorised persons agree to be personally liable for payment of our fees on behalf of that company, partnership or limited liability partnership.
- 4.2. Where we act for two or more clients jointly, or for a company, it is on the clear understanding that we are authorised to act on instructions from either or both or any of them or from any director of a corporate client (unless we are instructed clearly to obtain instructions from one individual only).
- 4.3. By instructing us to act on behalf of a limited company, we require that a director and/or controlling shareholder agrees to sign these terms which provide that he/she gives a personal guarantee in respect of our charges and expenses. If such a request is refused, we shall be entitled to stop acting and to require immediate payment of our charges on an hourly basis and of our expenses as set out below.
- 4.4. The director(s) signing these terms of business or continuing to instruct us on behalf of the client company accepts personal liability for payment of invoices rendered by Scott Walby LLP.

### **5. The legal status of the LLP**

- 5.1. Scott Walby LLP is a limited liability partnership.
- 5.2. A limited liability partnership has its own legal identity, similar to a limited company. The persons responsible for running a limited liability partnership are called "Members" who are not personally liable for the debts of the LLP. The LLP carries professional indemnity insurance cover limited to £5,000,000 (FIVE MILLION POUNDS) per claim. Except only to the extent that the law does not permit us to exclude or limit liability, any liability of the LLP in contract or tort will be limited to such sums as may be recovered by you from the LLP's professional indemnity insurers subject to the above maximum amount of £5,000,000.
- 5.3. If you wish us to carry higher insurance, please let us know prior to commencement of our work for you and the transaction but any increase must be agreed by us in writing and may incur a further cost to you, at our discretion.
- 5.4. By accepting these terms of business, you are entering a binding legal agreement to accept legal services provided by the Members, consultants and employees of the LLP. At no time will any Member, consultant or employee of the LLP who provides you with legal services pursuant to these terms of business do so as an individual or partner. Nor will such persons do so on behalf of any third party or in any capacity other than as a Member, consultant or employee of Scott Walby LLP, being a limited liability partnership.

### **6. People responsible for your work**

- 6.1. The person responsible for dealing with your work will be as set out in your Client Care Letter. Administration work will be dealt with by other members of staff. We will try to avoid changing the people who handle your work, but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.
- 6.2. The person responsible for your work is stated in the Client Care Letter to you upon receiving your instructions.

## **7. Time**

- 7.1. Time will not be of the essence in any matter unless you specifically state that time should be of the essence and a Member of the LLP confirms in writing or by email that we accept such a stipulation. Otherwise, in the absence of such a specific agreement between us, we accept your instructions strictly on the basis that time is not of the essence.

## **8. Termination**

- 8.1. You may terminate your instructions to us in writing at any time. We will be entitled to keep all of your papers and documentation while there is money owing to us for our charges, disbursements and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must instruct us to this effect clearly in writing.
- 8.2. If we decide to stop acting for you, for example, if you do not pay an interim bill or comply with the request for a payment on account or fail to supply appropriate proof of identity for yourself or any principal whom you may represent, we will explain why and give you reasonable notice, in writing. However, if your actions are considered by the LLP to be in bad faith or if you are not honest with us about your personal circumstances or any material facts relating to our work for you, we reserve the right to terminate our relationship without notice.
- 8.3. Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-contentious instructions, you may have the right to withdraw, without charge, within 7 working days of the date on which you first asked us to act for you. However, if we start work with your consent within that period, you lose the right to withdraw. Your acceptance of these terms of business will amount to such consent to start work and charge. If you seek to withdraw instructions, you should give notice by letter to the solicitor who you instructed as responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

## **9. Jurisdiction**

- 9.1. All matters between us will be governed by English law and subject to the non-exclusive jurisdiction of the English Courts and both of us irrevocably consent to the enforcement of an English judgment in any jurisdiction.

## **10. Our hours of business**

- 10.1. The normal hours of opening at our offices are between 9.00am and 5.30pm on weekdays, although we may sometimes be available for appointments outside these times when this is essential and we are available.
- 10.2. If you are given a mobile number to call, please do so but we cannot guarantee that it will always be answered.

## **11. Intellectual property**

- 11.1. Our work is licensed to you for the sole purpose of your current instructions, but such licence may be withheld for non-payment of fees. All other copyright and moral rights are reserved and asserted. Our logo is a trademark and is hereby asserted.

## **12. Dealing with your files, papers and documents and deeds storage**

- 12.1. After completing the work, we are entitled to keep all of your files, papers, deeds and other documents while there is money owing to us for our charges and expenses.
- 12.2. After your matter has been completed, we will store your file for the period required by the Law Society, in our archive, at no additional charge. After that, unless you have asked for the file to be returned to you, we will destroy the file. We will not of course destroy any documents such as wills, deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice or if you require your file to be stored in our safe.
- 12.3. If we retrieve papers or documents from storage, in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent at the hourly rate for trainees, paralegals and clerks for producing stored papers or

documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

### **13. Client care and complaints handling process**

- 13.1. We aim to provide a good quality service but if you are unhappy with the service provided to you by us or any other matter relating to our service, please contact us as soon as you are aware of an issue or concern. We are committed to providing a high-quality legal service to all our clients and aim to resolve any such complaints informally, if possible. We will not charge you for dealing with your complaint and will happily meet with you or try to discuss your concerns directly.
- 13.2. If your initial contact does not resolve your complaint, you should raise a formal complaint in whatever method you find most appropriate (but preferably in writing by letter or email) to the person responsible for your work, inviting him/her to attempt to rectify any problem(s) which has/have occurred. Please allow the person responsible for your work 14 days to consider your complaint.
- 13.3. If you are unhappy with the response received from the person responsible for your work, you will have the right to appeal to the Senior Designated Member of the LLP, who will review your complaint and the response provided by the person responsible for your work.
- 13.4. The Senior Designated Member of the LLP will either invite you to a meeting to discuss your complaint or send to you a detailed written reply including, if appropriate, his suggestions for resolving the matter or, normally within 21 days of you referring your complaint to the Senior Designated Member.
- 13.5. Within seven days of a meeting with you, the Senior Designated Member will normally write to you to confirm what took place and any solutions he proposes or has agreed with you.
- 13.6. If your complaint is upheld, we will offer you a remedy (which might be financial or non-financial) that we believe compensates you for the loss and/or inconvenience that you have suffered.
- 13.7. If you are not satisfied with the decision from either the person responsible for your work or the Senior Designated Member, you would normally then have six months (running from the end of our final response) to refer your complaint to the Legal Ombudsman.
- 13.8. The Legal Ombudsman will normally accept complaints that are made up to six years from the date of the act or omission or up to three years from when you should have known about the complaint.
- 13.9. You may need to contact the Legal Ombudsman (<http://www.legalombudsman.org.uk>) for further details and to ascertain whether you qualify to complain. The Legal Ombudsman can be contacted on 0300 555 0333, alternatively by email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by post: PO Box 6086, Wolverhampton, WV1 9WJ.

### **14. Communication by email or fax**

- 14.1. We will aim to communicate with you by such a method as you may request. E-mail communications cannot be guaranteed to be secure or error-free and may be lost or delayed and in particular email should not be used to send us bank account details. We will not send you our client account details by email usually and if we do, we will ask you to confirm them verbally. If you wish to communicate with us by email or fax you do so at your own risk. We may need to virus check discs and email. We are not responsible for and cannot accept liability for any losses suffered as a result of the use of email or fax. Important instructions should be confirmed by post.

### **15. Use of information relating to you**

- 15.1. Just like any other business, marketing plays a pivotal role in our success. It is extremely helpful to us to be able to use your details for our marketing purposes. In order to do so, we need your consent. If you prefer to withhold your consent, work on your file will not be affected in any way.
- 15.2. All personal information (personal data and sensitive personal data) that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the

Data Protection Act 1998 ("DPA") and the General Data Protection Regulation 2018 ("GDPR") (Regulation (EU) 2016/679) as amended or replaced from time to time.

- 15.3. We may use your personal information to:
  - 15.3.1. provide our services to you;
  - 15.3.2. process your payment for the services;
  - 15.3.3. inform you of new services available from us.
- 15.4. You may request that we stop sending you this information at any time. You may even request us to delete all your data held on our systems but we reserve the right not to do so, due to our over-riding obligations under the law to hold your file and records for a certain period of time,
- 15.5. In certain circumstances (if, for example, you wish to pay for our services on credit), and with your consent, we may pass your personal information on to credit reference agencies. These agencies are also bound by the DPA and the GDPR and should use and hold your personal information accordingly.
- 15.6. All of the information we hold on you is backed up internally and externally where it is held at a location outside our office but within the United Kingdom.
- 15.7. We will not pass on your personal information to any other third parties without first obtaining your express permission.

## **16. Our charges**

- 16.1. Fixed fee work: we may agree occasionally to provide legal services for a fixed fee (exclusive of disbursements and VAT). In these circumstances, the accompanying letter will state the fixed fee which has been agreed.
- 16.2. More commonly we will try to provide you with a fee estimate wherever it is reasonable to do so. If your instructions change during the course of carrying out your work and if there is insufficient time, due to deadlines, to provide a further fee estimate, you will be charged the appropriate hourly rate for the additional work we carry out in accordance with your amended instructions.
- 16.3. In all other cases, we will inform you, in the accompanying letter with these terms of business, of the type of work involved and the status of the person responsible for dealing with your work. From time to time, other persons may assist with your work. You will be charged at the hourly rate appropriate to the type of work and to the status of the person(s) concerned. This work will often include meetings with you and perhaps others, reading, preparing and working on papers, research, assessing case law and other materials and drafting advice, making and recording telephone calls, emails, faxes and correspondence, (including emails), preparation of any detailed costs estimates and bills, and time necessarily spent travelling away from the office and waiting, when this is necessary. We will try to provide you with the best information possible about your likely overall legal costs and disbursements. We will update you with regard to your legal costs and disbursements at regular intervals (not less than every six months and more regularly if necessary and appropriate).
- 16.4. You may set an upper limit on our costs for which you will be liable. If you do this, by making such a request in writing, we will not exceed this upper limit without obtaining your prior authority to do so.
- 16.5. We have a duty to record our time and expenses accurately. Routine letters, emails and telephone calls are charged as six-minute units of time. Non-routine letters, emails, telephone calls, meetings, drafting, preparation and perusal of documents, travel and waiting and any other chargeable work are charged according to the actual time spent in six-minute units of time. For example, you will be charged two six-minute units for a letter which takes anything over six minutes and under 12 minutes to draft.
- 16.6. In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action needs to be taken, and any particular specialist expertise which the case may demand. In particular, in matters involving a substantial financial value or benefit to a client, a charge reflecting the value of the financial benefit may be considered. We would be happy to explain the calculation to you.

- 16.7. The amount charged for the work done for you by a Member, consultant or employee is calculated at the hourly charge out rates applicable to the type of work ("the Rates") which are set out below:
- 16.8. The amount charged for the work done for you by a Member, consultant or employee is calculated at the hourly charge out rates applicable to the type of work ("the Rates") which are set out below:

Hourly rates, excluding VAT:	From 05. 01. 2022:	From 01.06.2022:
16.8.1. Senior Solicitors (Grade A 8+ years qualified)	£295	£315
16.8.2. Solicitors (Grade B over 4+ years qualified)	£245	£255
16.8.3. Solicitors/Legal Executive (Grade C up to 4 years qualified)	£205	£205
16.8.4. Legal Trainees, paralegals and clerks	£135	£135

- 16.9. Under the Solicitors Regulation Authority rules on transparency in connection with our charges, we are obliged to try and provide details of fixed priced work, particularly for residential conveyancing and simple employment claims. However, as a small firm primarily dealing with complex or non-standard matters, requiring a high degree of individual attention and advice, we do not provide a simple fixed priced service and every matter is treated differently and therefore we cannot provide fixed fee information.
- 16.10. We will add VAT to our charges, at the rate which applies when the work is done, currently 20.00%.
- 16.11. If, for any reason your matter does not proceed to completion, we will be entitled to charge you for work done on a time spent basis and for expenses incurred. Matters which fail to complete often involve as much work as those which reach completion. If we have provided a fee estimate, any charge made will not exceed the amount of our estimate, unless agreed in writing with you, even if the time spent would justify a higher fee. If we have not provided a fee estimate on the basis that it was not possible to do so at the time, our charges will be based on reasonable time usage at the Rates.
- 16.12. The Rates applicable to the work done for you are reviewed periodically to reflect increased overheads, costs and inflation. Normally, the Rates are reviewed each year but may be reviewed at any other time, with reasonable notice. We will inform you of any variation in the Rates applicable to the work we do for you before that variation takes effect.

## **17. Travel expenses incurred by solicitors, copying, TT or BACS and postage charges**

- 17.1. Any travel expenses incurred by any of the LLP's staff as a result of travelling in relation to your case will form part of your disbursements and as such will be payable by you.
- 17.2. The cost of any postage, couriers, out-going telephone calls and fax messages relating to your case where any such expenses are unusually heavy or are incurred in unusual circumstances will form part of your fees and will be payable by you. If you have underpaid on postage to us, we reserve the right to charge for retrieving post from the Post Office at the Rate for a Clerk on a time basis.
- 17.3. We currently charge £40.00 plus VAT per TT and £15.00 plus VAT per BACS to cover our bank charges and our administration.
- 17.4. Where we receive payment funds from you (i.e. for a property/commercial transaction) if payments are made in more than 1 instalment, we reserve the right to charge an administration fee of £20 + VAT per payment.
- 17.5. The cost to the LLP of photocopying documents relating to your case where any such expenses are unusually heavy or are incurred in unusual circumstances will form part of our fees and will be payable by you.

## **18. Expenditure incurred by the LLP to third parties on your behalf ("disbursements")**

- 18.1. The LLP may have to pay out various other expenses on behalf of clients such as Company or Land Registry fees, search fees, expert's fees, Stamp Duty Land Tax and so on. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.

- 18.2. You are entirely responsible for paying any disbursements, in advance if required to do so. As a matter of course, we require search fees and barristers' fees paid in full as cleared funds before we instruct them.
- 18.3. If we are holding sufficient funds to cover any outstanding legal costs and disbursements, at the conclusion of your matter, and we have sent you a bill, we may deduct any outstanding legal costs and disbursements from the funds held on your behalf. This deduction is subject to your right to ask for the bill to be assessed together with your other statutory rights.
- 18.4. From time to time, we arrange for some of this work to be carried out by consultants to the LLP, who work for the LLP regularly under consultancy agreements. Such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.

## **19. Payment arrangements**

- 19.1. We will render interim bills to you from time to time, usually monthly, in connection with ongoing work and ask for sums of money from time to time on account of charges and expenses unless specifically agreed otherwise by us in writing. There is no right to set off any claims by you against our outstanding invoices.
- 19.2. If any bill or request for payment is not met with prompt payment, delay in progressing your matter may result. In the unlikely event of any bill or request for payment not being met, we reserve the right to stop acting for you further.
- 19.3. Payment of bills is due to us within 30 days of our sending you a bill. We reserve our rights under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 with respect to invoices which remain unpaid after 30 days.
- 19.4. In the case of property work, our fees are payable from exchange of contracts (where applicable) and we reserve the right to raise an interim invoice at that time (or quarterly where there is no exchange of contracts). Otherwise the invoice will be raised and settled on or before completion.
- 19.5. In the case of company commercial or employment law advice, our fees are payable on a fixed fee or time basis but we will invoice monthly for matters likely to run over a period of more than one month. A final invoice will be raised and settled on or before completion of company, asset or share sales and purchases, together with any outstanding invoices, including those under 30 days old. We reserve the right to settle any outstanding invoices out of funds held on account or funds received from third parties.
- 19.6. The common law entitles us to retain any money, papers or other property belonging to you which properly came into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell the property held under a lien, but we are entitled to hold the property, other than money, if the value of it greatly exceeds the amount due to us in respect of costs.
- 19.7. You agree to raise queries on bills promptly. You can seek assessment of our invoice no later than one month after receiving the bill in question. In the event of our bringing proceedings for recovery of unpaid bills, we would refer you to sections 70, 71 and 72 of the Solicitors Act 1974 which sets out a client's rights.
- 19.8. We are unable to accept payments of more than £500 in cash at a time in respect of any payment, disbursement or deposit. If clients circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Monies due to you from us will be paid by cheque or bank transfer, but not in cash and will not be made payable to a third party.
- 19.9. If any direct transfer of funds is made from our bank account to any external account using the bank's transfer system (to ensure that the funds are credited as cleared funds immediately on receipt), we will make a charge to offset against those bank charges.
- 19.10. In some cases, and transactions, you may be entitled to payment of costs by some other person. It is important that you understand that, in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.

- 19.11. Sometimes we may have to give an undertaking to pay your future landlord's solicitors fees, disbursements and VAT in respect of an instruction. Before giving such an undertaking, we will ask you to pay us the necessary amount in advance and only give the undertaking once the funds have cleared.

## **20. Interest on any money held on your behalf in the LLP's client account**

- 20.1. Any money received on your behalf will be held in Scott Walby LLP's client account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules from time to time\*, interest will be calculated and paid to you at the rate from time to time payable on the National Westminster Bank Plc Designated Client Accounts. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) or transfer(s) from the client account.

\* Interest is payable where cleared funds are held in excess of one calendar month and the interest over that period (or any longer period) is more than £20.00. Interest is payable at the conclusion of a transaction.

- 20.2. Where a client obtains borrowing from a lender, we will ask the lender to arrange that the loan cheque is received by us a minimum of 5 working days prior to the completion date. If the money can be transmitted by CHAPS, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the transfer of the payment. However, it is the client's responsibility to ensure that there are sufficient funds in place in good time if fees have been deducted at source due to the lender deducting a fee for sending funds by CHAPS transfer or if we have to transfer funds by CHAPS to the seller.

## **21. Third party rights**

- 21.1. The Contract (Rights of Third Parties) Act 1999 is excluded from this agreement, other than the LLP's right to pursue costs against the individual(s) who agreed these terms on behalf of a corporate client in the event that the client ceases trading or goes into insolvency or is unable to pay our fees for any reason whatsoever.

## **22. Losses incurred by you as a result of the LLP's compliance with any statutory or regulatory requirement**

- 22.1. We will not be liable for any loss, damage or delay arising out of the LLP's compliance with any statutory or regulatory requirement.

## **23. Financial Services and Insurance Contracts**

- 23.1. If while we are acting for you, you need advice on investments, we may refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors' Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register).

## **24. Identity, Disclosure and Confidentiality requirements**

- 24.1. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself and for any principal or corporate body whom you may represent.
- 24.2. Solicitors are under a professional and legal obligation to keep your affairs confidential. By signing these terms of business and returning them to us, you authorise us to disclose to other parties in your matter and if applicable to all other parties in the chain of transactions and their agents and advisers all information which we have in relation to your involvement. You may withdraw this authority at any time but, if you do so, you should appreciate that we will inform the other parties and their agents or advisers that this authority has been withdrawn.

- 24.3. This obligation is also subject to a statutory exception. Legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to The National Crime Agency. When the person dealing with your matter knows or suspects that your matter involves money laundering or terrorist financing, we may be required to make a disclosure to The National Crime Agency. We may not be able to inform you if a disclosure has been made or of the reasons for it, because the law prohibits "tipping off". Where the law permits us, we will tell you about any potential problem and explain what action we or you may need to take.
- 24.4. We may be subject to audit or quality checks by external organisations. We may also outsource work. This might be, for example, IT maintenance, instructing Counsel, typing, bulk photocopying or cost drafting or research and preparation. Information may therefore be made available to external organisations in such circumstances.

**25. I/WE CONFIRM THAT WE HAVE READ AND UNDERSTOOD AND ACCEPT THESE TERMS OF BUSINESS; and**

**I/WE CONFIRM ALSO THAT I/WE HAVE READ, UNDERSTOOD AND CONSENT TO THESE TERMS OF BUSINESS DEALING WITH THE PROTECTION OF MY/OUR PERSONAL DATA.**

Signed ..... Dated.....

Print Name .....

Signed ..... Dated.....

Print Name .....

Director duly authorised on behalf of ..... Limited