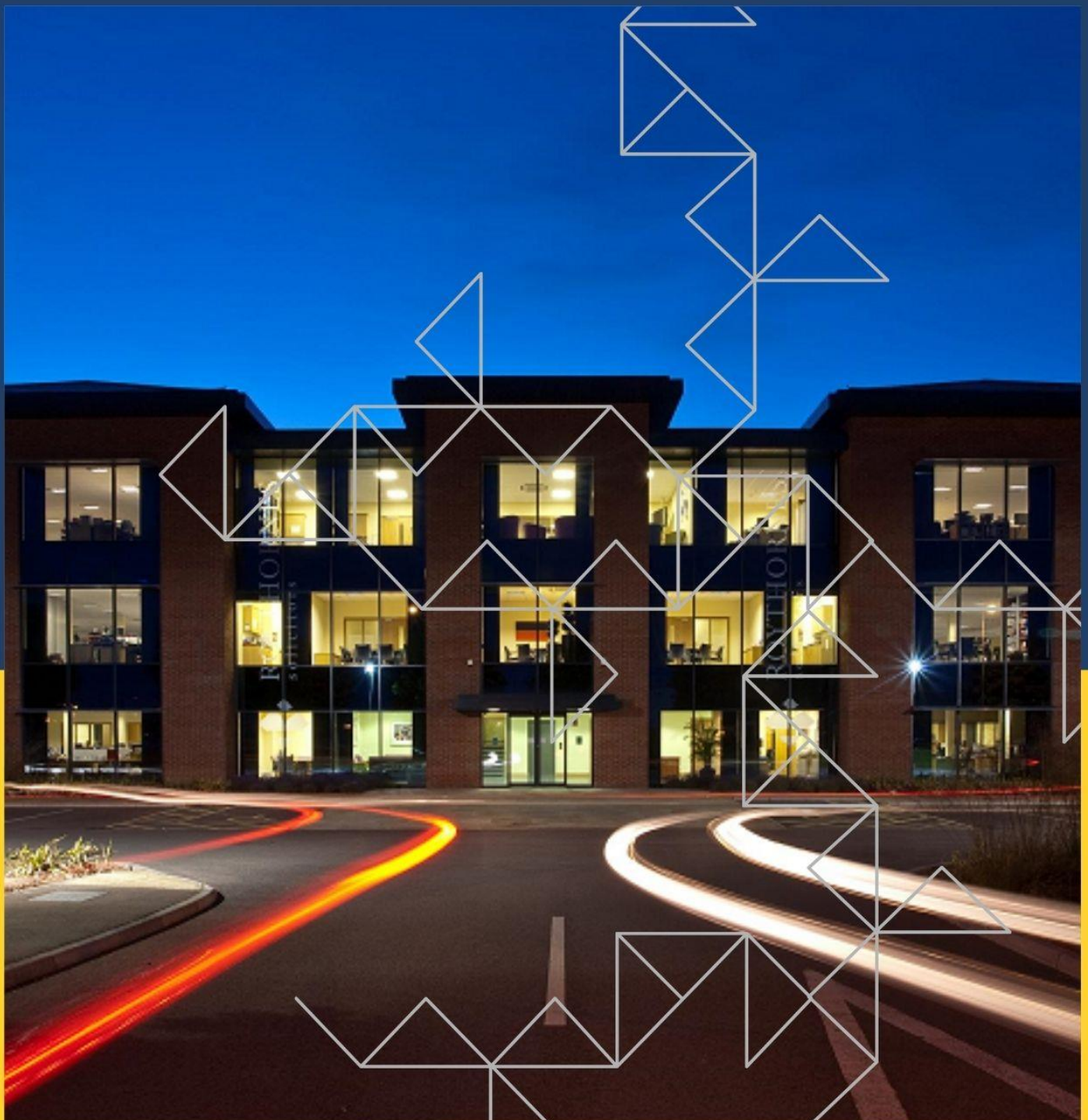


Roythornes SmartForm Terms and Conditions



ROYTHORNES LIMITED TERMS AND CONDITIONS OF BUSINESS

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Accepting these Terms and Conditions

Unless otherwise agreed or notified to you these Terms and Conditions will apply to any instructions that you give to us on this or any future matters that we carry out for you.

Please sign the additional copy, or acknowledge acceptance if received via email, of these Terms and Conditions and return to us as soon as possible and in any case within 7 working days. Unless your matter is very urgent we may not commence work until a copy is in our possession either by hard copy signed by you or your acknowledged acceptance by email.

Your continuing instructions in this or any future matters will amount to your acceptance of these Terms and Conditions.

1. Status of this Document

This document, together with any annexure and its covering letter, make up the terms and conditions which apply to our dealings with you, the client. Any reference to 'the Company' 'us' 'we' or 'our' is a reference to Roythornes Limited. Roythornes Limited is a company registered in England and Wales with company number 06611251, and with its registered office at Enterprise Way, Spalding, Lincolnshire, PE11 3YR. Roythornes Solicitors is a trading name of Roythornes Limited. We use the word 'Partner' to refer to a shareholder of the company or an employee or consultant who is a solicitor with equivalent standing and qualifications. Our VAT number is GB 139 308996.

2. Your Contacts and Our Hours of Opening

2.1 The primary point of contact with conduct of your matter will be notified to you in our letter of engagement together with contact details of their supervisor and and assistant who may help in their absence.

If we need to change the person dealing with your matter we will inform you.

2.2 Our hours of opening are 09.00 to 17.30 hours Monday to Thursday and 09.00 to 17.00 hours on Friday. We close on normal bank holidays.

3. How We Are Regulated – Legal Work

Solicitors are required to inform their clients about how they are regulated for different aspects of the work they do. We are regulated by the Solicitors Regulation Authority (SRA), the independent regulatory body of the Law Society of England and Wales, for the legal work we do. Our professional rules are called the SRA Standards and Regulations. You can access the current version of these rules at www.sra.org.uk/solicitors/code-of-conduct.page.

4. **Our Mutual Responsibilities**

4.1 We will:-

- send you copies of all substantive correspondence and documents;
- return telephone calls the same day when possible;
- deal with correspondence in a timely manner;
- write letters or e-mails to you in plain English;
- make appointments as quickly as possible;
- update you on the progress of your matter at agreed events or at an agreed frequency;
- give you a costs estimate for your matter and update that estimate promptly if necessary;
- keep you advised as to whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances;
- be transparent in our costs estimates and billing;
- explain to you (by telephone or in writing) the legal work required as your case progresses;
- update you on the likely timescales for each stage of this matter and any important changes in those estimates;
- review at the outset and during the currency of the matter whether there are any alternative methods by which your matter may be funded;
- sometimes ask other companies or people to do typing, photocopying or 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;
- allow external firms or organisations to conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

4.2 You are asked to:-

- give us accurate and timely instructions;
- cooperate with us during the progress of your matter;
- pay any amounts reasonably requested of you during the course of your matter;

- ensure that we are not instructed to act in an improper, illegal or unprofessional manner in the conduct of your matter;
- safeguard and supply to us at the earliest opportunity any documents which are likely to be required to show to your opponent in any litigation.

4.3 At Roythornes we believe that our clients have the right to be treated with respect at all times and have the right to be heard and understood. We also believe our employees share those rights. We will not accept any incident in which an employee is either verbally or physically threatened or abused by a client in circumstances arising out of the course of his/her employment. We reserve the right to terminate our retainer in these circumstances.

5. **Investment Advice**

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. As stated above the SRA is the independent regulatory arm of the Law Society and the Legal Ombudsman is the independent complaints handling arm of the Law Society. If you are unhappy with any investment advice you receive from us, you should raise your concerns with any of those bodies.

We are able to provide a limited range of investment advice services where these are closely linked to the work we are doing for you, for which we are regulated by the SRA. For more complicated matters we may refer you to someone who is authorised by the Financial Conduct Authority (FCA).

We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we may 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 SRA. The register can be accessed via the Financial Conduct Authority website at <http://www.fca.org.uk/register>

6. **Our Fees, Billing and Payment**

6.1 **Fees Generally**

By statute our fees must be fair and reasonable.

Except where we agree a fixed fee, our fees are calculated by reference to various factors including the time spent, the amount or value of any money, property or subject matter involved, the complexity of the issues, the speed with which action must be taken and the expertise or specialist knowledge required. If timescales or the scope of work required change we will inform you of the impact on our overall cost estimate.

Our charging rates for the range of fee earners who might be involved in your matter is set out below. If any of these rates alter we will let you know.

The specific hourly rates relating to your matter(s) will be notified to you in our letter of engagement. Assistance may also be provided from time to time by other fee earners

and in those circumstances we have summarised below the hourly rates of the fee earners in the firm as they are at the present time and unless otherwise agreed:

| | | |
|------------------------------|---|--------------------------------------|
| Partner or equivalent | : | £200.00 to £300.00 per hour plus VAT |
| Associate / Senior Solicitor | : | £175.00 to £250.00 per hour plus VAT |
| Other Solicitors | : | £140.00 to £175.00 per hour plus VAT |
| Legal Executives | : | £140.00 to £201.00 per hour plus VAT |
| Paralegal / Trainee | : | £100.00 to £130.00 per hour plus VAT |

We work in units of 6 minutes. Routine letters or e-mails and telephone calls will be charged as one unit. More complex letters and telephone calls will be charged on a time basis. We do not usually charge separately for stationery, standard postage or connection charges for telephone calls and faxes. We will usually charge for photocopying, extra ordinary amounts of stationery, courier fees, connection charges for overseas telephone calls, registered or recorded post, special or guaranteed delivery post, travel and other expenses.

Each Electronic Funds Transfer made through our bank will incur an administration charge for work undertaken by us of £30.00 plus VAT.

6.2 **Costs Estimate**

Although it is difficult to accurately assess, we need to give you the best information possible regarding the likely costs of your matter. An estimate of costs is not a quotation or limit. The figures set out in our letter of engagement are based upon the description of the matter currently presented to us by you.

6.3 **VAT and Disbursements**

In addition to our charges, you will also be required to pay VAT and disbursements which are charges for third party services that we may commission on your behalf. Whilst we will provide you with estimates of the amount of VAT and disbursements you will be required to pay, both the rate of VAT and the cost of disbursements are outside our control and subject to change. We will need cleared funds from you to cover any disbursements before they are incurred.

6.4 **Costs Limits**

You can limit your financial exposure by setting a limit on the costs (including VAT and disbursements) which may be incurred without further reference to you. We would need such instructions in writing before the expenditure is incurred.

6.5 **Costs When Transaction Aborted**

In the event that your matter is not completed we will charge for the work done based on an hourly rate or by reference to the amount of work carried out on your matter.

6.6 **Billing and Payment**

We will send interim bills to you periodically. If you would like to specify how often you receive such bills please let us know. We also reserve the right to interim bill you if the time spent on your matter has a value in excess of £1,000.00. We will not issue interim bills for an amount exceeding the value of the time then spent on your matter, but any interim bill may not cover the value of all the time spent on your matter at the time it is issued and we would expect to include any unbilled time when issuing our final account to you.

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

On a sale transaction, the amount of our bill and any other monies owed to us will normally be deducted from the proceeds of sale. On a property or other transaction, we would normally expect any outstanding interim bills and our final bill to be paid before we complete the matter.

We may also require you to let us have money in advance to cover any payments we have to make on your behalf.

If we correspond with you regularly by email we may also send you our bill(s) by email. This is designed to make matters more efficient for you and to save paper. If we receive email correspondence from you during the course of your matter we will assume that you are willing to accept delivery of our bill(s) by email to that address, or such other email address as you may use in your electronic correspondence to us from time to time. You can of course request at any time for us to stop sending you our bill(s) by email and return to paper billing by contacting us on the details set out in our cover letter.

We are entitled to refuse to undertake any more work for you until any money due to us has been paid. Payment of our bills is due within 28 days of the date of the bill. We reserve the right to charge interest on unpaid bills after 28 days at the prevailing rate under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. Where the Act does not apply, we will charge interest at 8% per year.

7. Fees – Litigation – Other Party's Charges and Expenses and Public Funding

Please always bear in mind that whatever the outcome of your case you are responsible for paying our bills.

Even if your claim succeeds, the other party is unlikely to be ordered to pay all your fees and expenses. Furthermore, they may not be able to do so or satisfy any order against them. If this happens you will have to pay the balance of our fees and expenses. If the other party is "legally aided," (namely in receipt of public funding for costs) it is possible that you may not recover any of your fees and expenses even if you win your case.

In some circumstances, for example, if you lose the case, the Court may order you to pay the other party's legal fees and expenses in addition to our fees and expenses. Where relevant, we will have discussed with you whether our fees and expenses and your liability for another party's fees and expenses may be covered by insurance.

Please note that we do not offer the facility for Public Funding and if you require such funding you are advised to contact a firm that does.

8. **Money Held on Account**

For some types of matters it is normal practice to ask clients to pay sums of money from time to time on account of future charges and expenses. This will enable us to avoid delays in progressing your matter. Any money paid on account may be offset against bills as and when they are issued. We will pay you interest on monies held by us in accordance with our professional rules. Those rules specify how much interest is payable to you according to the amount of money we hold on your behalf and the length of time that money is held. The rules can be supplied to you on request. Please be aware that we will not pay you interest earned on money held by us if the interest amounts to £20.00 or less.

Please note that funds received by BACS are subject to recall by the issuing bank for 48 hours after receipt and for this reason we cannot pay out on such funds until two clear days after their confirmed receipt in our account.

We will place and control any money paid to us by you or on your behalf in accordance with the Solicitors' Accounts Rules. Those rules require us to hold monies in client accounts. In the event of a failure of the bank providing such client account facilities, you would need to pursue that bank to recover any monies owed to you and we will not be liable to you for those monies. Your money will be held in our client accounts which are held with Barclays Bank PLC (unless we have advised you as to any other bank) and you should bear in mind that the Financial Services Compensation Scheme will only apply to the first £85,000.00 you have in a bank or banks covered by the same banking licence. Your statutory rights remain unaffected.

9. **Communication by E-Mail or Fax**

We use the most efficient means of communication appropriate for the task. However, there is no guarantee of confidentiality with e-mail and fax communication and although it is unlikely, the contents of an e-mail or fax may be seen by someone other than the intended recipient.

There may be occasions when sensitive material and proprietary information has to be transmitted. If you tell us that you are concerned about the possibility of interception or mis-delivery if this information is transmitted by e-mail or fax then an alternative form of communication will be used. Unless you advise us to the contrary, we will assume you authorise us to use e-mail and fax where we feel it is appropriate.

10. **Mortgage Fraud**

In some cases we act for both the lender and purchaser of a property. In these cases we are required to be vigilant, to protect our lender clients against mortgage fraud. We must report any allowances or incentives, including cashback payments or discount schemes offered by the seller, to your lender. On all conveyancing matters we must ensure that the purchase monies, including any deposit, are paid through our bank account and not direct to the seller.

11. **Guarding Against Fraud and Financial Crime**

We are obliged to comply with the provisions of the Terrorism Act 2000, the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 and you should therefore note the following:

- 11.1 We are entitled to refuse to act for you if you fail to provide us with proof of identity, if we request it, or information as to the origins of any money or property of which we become aware. If you cannot provide us with the specific identification evidence requested, please contact the person dealing with your matter as soon as possible to discuss any other possible ways to verify your identity.
- 11.2 We may arrange to carry out an electronic identity check through credit reference and other agencies to satisfy our obligations and, if that is necessary we will need to re-charge the cost incurred to you. This will not exceed £10.00 plus VAT for each named person. We will keep all information we have used to identify you for 5 years after we conclude your matter.
- 11.3 We cannot accept any money from you until identification procedures have been completed.
- 11.4 Though we are obliged to keep your affairs confidential we may be required to make a disclosure to the National Crime Agency (NCA) if we know or suspect that a transaction we are instructed upon involves money laundering, terrorist financing or the proceeds of crime. If such a disclosure becomes necessary, it may not be possible to tell you about it and in some cases we may have to terminate our retainer with you.
- 11.5 We do not accept cash payments to us or into our bank account in excess of £1,000.00 in any 28 day period without prior written authority from our Anti Money Laundering Reporting Officer.
- 11.6 If we have to make any additional enquiries or checks to comply with our statutory obligations we reserve the right to charge for the work undertaken over and above any fee estimate given to you for your matter.
- 11.7 Please note that any information you provide to us for the purpose of preventing money laundering or terrorist funding will only be processed for that purpose unless you give us your consent to use it for other purposes or it is permitted by law.

12. **The Law Society Code for Completion by Post**

On residential conveyancing transactions we adopt the Law Society's Code for Completion by Post. In doing so we give a number of undertakings, including, on a sale, that we have your authority to receive the purchase monies and on a purchase that we will remit to the seller's Solicitor the sum required to complete, in accordance with the contract and out of the purchase monies received from you, or received on any related sale, or from your lender. We also undertake, on a sale, to redeem or discharge, from the proceeds of sale, or any other monies specifically requested from you, every mortgage, charge or financial encumbrance on the title of your property which we have confirmed will be so redeemed or discharged to the buyer's Solicitors previously in writing.

You will be deemed to have given us the necessary authority to comply with the Code and these provisions and to give these undertakings.

13. **Stamp Duty Land Tax ("SDLT")**

As part of the service we offer, where an SDLT return must be filed for transactions involving property we will help you prepare the return. We will submit it on your behalf, but the obligation to file the return is personal to you and returns will need your approval. We will usually send the return via the internet to H M Revenue & Customs. The SDLT payment will be paid electronically. Unless you instruct us otherwise, we will assume that we have your authority to submit the return electronically.

SDLT is calculated by reference to all aspects of a transaction, not necessarily just those parts that are legally documented. A return needs to be filed within 14 days of the effective date of any transaction, which may not necessarily be legal completion, for example if early possession is taken. It is therefore important that you keep us fully informed of all aspects of your matter so that we can properly complete the return.

We will not be able to advise you in relation to any potential schemes for the avoidance of SDLT, as these schemes require specialist tax advice which falls outside our area of professional expertise.

14. **Data Protection**

14.1 **General**

Our use of personal data is subject to your instructions, the EU's General Data Protection Regulation (**GDPR**) and Data Protection Act 2018 (**DPA**) (the GDPR and DPA together being referred to below as the **DP Laws**), under which we are a Data Controller, and our duty of confidentiality. We endeavor to provide every protection possible to your data but should you have cause for concern or general enquiry please contact us.

Contact Details: Victoria Stevenson, Data Privacy Manager at Roythornes Limited, Enterprise Way, Pinchbeck, Spalding, Lincolnshire, PE11 3YR. Email: victoriastevenson@roythornes.co.uk.

14.2 **Why does Roythornes need to collect and store personal data**

In order for us to provide you with legal services we need to collect personal data for various purposes including to perform our legal services, updating and enhancing client records, analysis to help us manage our practice, statutory returns and legal and regulatory compliance. In any event, we are committed to ensuring that the information we collect and use is appropriate for this purpose, and does not constitute an invasion of your privacy.

14.3 **How Roythornes uses your information**

We will process (that means collect, store and use) the information you provide in a manner that is compatible with DP Laws. We will endeavor to keep your information accurate and up to date and not keep it for longer than is necessary. Our aim is not to be intrusive, and we undertake not to ask irrelevant or unnecessary questions. Moreover, the information you provide will be subject to rigorous measures and procedures to minimise the risk of unauthorised access or disclosure.

The information you provide will be used by us primarily to provide legal services to you. This will include updating and enhancing client records, analysis to help us manage our business, statutory returns and legal and regulatory compliance.

14.4 **Data Retention**

We will use our discretion to ensure that we do not keep records outside of our normal business requirements but as a general rule we will retain client records for a period of 10 years after the end of our relationship.

14.5 **Third Parties**

We may pass your personal data on to our service providers who are contracted to us in the course of our work with you. For example, we may engage expert witnesses or other professional advisers and, in the interest of speed or controlling cost, we may outsource some of our typing or other administrative functions to a third party. In addition, we may need to make credit decisions about you (for example in relation to payment of costs) and we may search the files of credit reference agencies who will record any credit searches on their file. External firms or organisations may also conduct audit or quality checks on our practice and may review files in the course of their work.

Our service providers are obliged to keep your details securely, and use them only to fulfil the service they provide you on our behalf. Once your service need has been satisfied or the matter has been closed, they will dispose of the details in line with Roythornes' procedures.

If we wish to pass your sensitive personal data onto a third party we will only do so once we have obtained your consent, unless we are legally required to do so.

14.6 **Transfer Outside of the EU**

We only transfer data outside of the EU in relation to international matters or for international clients. Should we need to do so we will notify you of such transfer, and such transfer will be in compliance with the DP Laws requirements for transfers of data outside of the EU.

14.7 **Profiling**

We may from time to time use publicly available demographic information to determine whether we contact you in relation to any specific events or marketing campaigns so as to avoid making contact unnecessarily.

14.8 **Your Rights**

You have the right to:

- Object to us processing your data
- Have inaccurate data rectified
- Access the data we keep
- Have the data we keep on you deleted (in some cases)

- Have the data we keep on you ported elsewhere

14.9 **Consent**

If we are required to get your consent, by consenting you are giving us permission to perform those actions. You may withdraw consent at any time by contacting our Data Privacy Manager.

14.10 **Marketing**

Occasionally we would like to send you information about additional services we offer. If you do not wish to receive such information, then please write to our Data Privacy Manager.

14.11 **Further Information**

For further information as to how we protect and respect your privacy and ensure the security of your personal data, please read our Privacy Notice as published on our website at www.roythornes.co.uk.

15. **File Ownership, Referencing, Storage and Destruction**

We offer document archiving as part of our service to you. To ensure safe tracking, we allocate a unique reference number to your matter. This is quoted on the accompanying letter (and below), and should be used on all correspondence. The paper file will be stored and indexed under this reference when completed.

After completion of your matter we are entitled to keep all of your papers and documents whilst money is owed to us. We will generally in any event keep these papers and documents (except those which you ask to be returned to you) for at least 6 years after the date of the final invoice. We will keep the file on the understanding that we have your consent to destroy it after 6 years. If we do not have your consent to do this you should advise us of this in writing before we cease acting for you. Where appropriate we may retain documents for a shorter period, in which event we will let you know in advance. We will not destroy any Property Deeds, Wills or other documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you both for:-

- Time spent producing stored papers that are requested;
- Reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

We do not normally make a charge for storing deeds or retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to do so having given you prior written notification.

16. **Our Ongoing Obligations**

Following completion of your matter, we will not, as a matter of course, remind you about ongoing or future obligations or required actions, for example, service of notices or filing of tax returns. If you wish us to act on your behalf in such ongoing matters, you must instruct us at the appropriate time.

17. **Lexcel Accreditation**

We have implemented the Law Society's Lexcel Quality Standard for Practice Management. Lexcel accredited practices undergo rigorous independent assessment every year to ensure they meet standards of excellence in areas such as client care, case management and risk management. To maintain this accreditation we must therefore permit independent assessors to inspect our files to check we have complied with the relevant procedures. They will keep all information confidential.

If you do not wish your file to be made available for assessment, please notify us in writing and address your letter to our Lexcel Administrator at Roythornes Limited, Enterprise Way, Pinchbeck, Spalding, Lincolnshire, PE11 3YR.

18. **Equality and Diversity**

Roythornes Limited is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our diversity, equity and inclusion at work policy. If you instruct us to discriminate against any third party on the basis of sex, race, religion, disability, sexual orientation or age then we will be obliged to cease acting for you.

19. **Limitation of Liability**

Roythornes Limited does not accept liability for any loss or damage caused by negligence, non performance or breach of duty in excess of £15,000,000.00 (fifteen million GBP) except where a rule of law overrides this term. We have no liability at all and accept none for claims by anyone who is not a client pursuant to these terms and conditions for negligence, non performance or breach of duty.

We will not accept liability for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

Where we engage other professionals on your behalf (such as other lawyers, accountants, tax or financial advisers) whether in the UK or abroad, we do so as your agent but will not be held responsible for any act or omission of those professionals unless we have otherwise agreed in writing with you.

Unless you expressly instruct us otherwise we will not provide tax advice and will not accept liability for any tax consequences arising from our work on your behalf where we are not engaged to provide tax advice.

You may not confer any benefits under our agreement with you on anyone else without our written consent and for the purposes of the Contracts (Rights of Third Parties) Act 1999, no term of our agreement with you is enforceable by any other person.

You will be deemed to have confirmed and agreed that all of the services which are provided to you by Roythornes Limited for which Roythornes Limited has undertaken to provide or in respect of which it owes a duty to provide to you, whether arising out of this matter or otherwise are or will be provided by Roythornes Limited and not by your lawyer, nor by any other member or employee or person associated with Roythornes Limited nor by any other individual.

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

20. **Copyright**

We retain all copyright and other intellectual property rights in the material we prepare for you and/or provide to you unless we have specifically agreed otherwise in writing. You may copy any document we produce for you but you must not modify re-use or adapt our documents without our written agreement. We reserve all our legal rights to be identified as the creator and copyright owner of any document we produce.

21. **Rights applicable to Consumers only – Notice of right to cancel**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to you if you are an individual and not instructing us in the course of a business and we have not discussed your new matter face-to-face at our offices.

21.1 In these circumstances if you wish to cancel your instructions to us, then you have up to 14 days from the date after you receive these terms, to cancel your instructions. You can do this by completing the form enclosed and returning it to us, by sending a letter, fax or e-mail, to us at our address given in the letter confirming our instruction or by otherwise making it clear that you are exercising your right to cancel. We will then close our file and refund any money due to you.

21.2 We may deduct from any refund a reasonable amount for our fees for the period for which we undertook work for you, ending with the time when you told us you had changed your mind. The amount of any deduction will be in proportion to the cost of the work that has been completed in relation to the costs estimate provided.

21.3 If you wish to proceed, we would like you to sign and return the “Acceptance of the Terms” slip on the last page of these Terms and Conditions. By signing this, you agree that we will continue to work for you until your matter is completed or ended earlier.

21.4 We may not carry out any work for you until we receive the signed Terms and Conditions from you or 14 days have elapsed since the date we sent these Terms and Conditions to you. If you fail to return the signed Terms and Conditions, your continued instructions will be deemed to be an express request for us to begin your services before the end of the 14 day period.

21.5 These Regulations do not permit you to cancel your instructions once, with your permission, we have started work on your behalf. This does not however affect your other rights to withdraw instructions from us.

22. **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 owed to us for fees and expenses.

We may only decide to stop acting for you with good reason. Examples of what we determine are good reasons for terminating our retainer are: where there is a conflict of interest, you have asked us to work in an unreasonable or improper way, misleading us, asking us to commit what would constitute a criminal offence or requesting that we mislead the Court in a litigation matter, physical or verbal abuse to any member of staff, where there is a breakdown of confidence between you and us, where we are unable to obtain proper instructions from you or if you do not comply with a request for payment on account. We are obliged to give you reasonable notice that we will stop acting for you and would tell you the reason.

Whether you or we decide that we should stop acting for you, you will be required to pay our charges up until that point.

23. **Applicable Law**

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh Courts.

24. **Complaints**

If you have any concerns about any aspects of the work we have done for you or about your bill(s) please let the Supervisor named in these Terms and Conditions know immediately. He or she will attempt to resolve issues to your satisfaction.

If the situation is not resolved to your satisfaction, you should contact our Complaints Partner, Victoria Stevenson at Roythornes Limited, Enterprise Way, Pinchbeck, Spalding, Lincolnshire, PE11 3YR. Telephone - 01775 764169

E-mail - victoriastevenson@roythornes.co.uk

She will resolve matters in accordance with our Complaints Policy, a copy of which will be provided to you on request.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ, telephone - 0300 555 0333 or e-mail - legalombudsman.org.uk to consider the complaint. Any complaint must be lodged with the Ombudsman within either a) six years of the act or omission taking place or three years from when you should reasonably have known there was a cause for complaint or b) six months of this firm's final response to your complaint. After either of those time limits the Ombudsman will not entertain your complaint.

There may be a right for you to object to our bill by applying to the Court under Part III of the Solicitors Act 1974.

25. **Professional Indemnity Insurance**

All Solicitors are required to have professional indemnity insurance. Details of our insurance cover can be obtained on prior request made to Victoria Stevenson, Partner at Roythornes Limited, Enterprise Way, Pinchbeck, Spalding, Lincolnshire, PE11 3YR. Victoria will arrange to supply information by such method as you reasonably request.

26. **Third Party Rights**

For the avoidance of doubt, these Terms and Conditions do not confer any benefit or right on any third party.

ACCEPTANCE OF THE TERMS

I / We accept these Terms and Conditions of Business.

Signed _____ * Status _____

Dated _____

Signed for and on behalf of the client or clients

* Where these Terms and Conditions have been sent out and acknowledged by email your acknowledgement shall be treated as substitution for a written signature.

Notice of right to cancel (Individuals only – not applicable if you are instructing us in the course of a business)

(Complete and return this form only if you wish to cancel the contract)

To: Roythornes Limited, Enterprise Way, Pinchbeck, Spalding, Lincolnshire, PE11 3YR
Tel: 01775 842500
Fax: 01775 725736

I/We* hereby give notice that I/We* cancel my/our* contract for the supply of legal services.
(*delete as appropriate)

| | |
|------------|------------|
| Name: ■ | Signature: |
| Address: ■ | Date: |

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