

COLLINGBOURNE
HENNAHLAW
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TERMS & CONDITIONS

STANDARD TERMS & CONDITIONS OF BUSINESS

1. Collingbourne Hennah Ltd

Collingbourne Hennah Ltd, a limited company incorporated in England and Wales under Registration number 10810157.

It is Collingbourne Hennah Ltd which accepts your instructions to provide the legal services as set out in our engagement letter ("Engagement Letter") accompanying these Terms & Conditions of Business and with which you are contracting for the purposes of the provision of those legal services ("the Engagement").

References to 'we', 'us' and 'our' are to Collingbourne Hennah Ltd. References to 'you' and 'your' are to the client or clients' referred to in paragraph 1 of the Engagement Letter. We use the word "director" to refer to an officer of the company.

2. Our Advice

Our advice is prepared solely:

- for use by you; and
- for the intended purposes associated with the Engagement and any subsequent variation thereof.

Our advice should not be disclosed to any third party without our prior written agreement.

3. Responsibilities

Unless instructed otherwise in writing, we will act on the basis that all of your employees, directors and officers who give us instructions are authorised to do so and that we may act on oral instructions. Where information that is or maybe relevant to the Engagement is provided to someone in the firm other than those individuals involved in the Engagement, you accept that knowledge of that information will not automatically be imputed to those individuals involved in the Engagement.

In order to carry out the Engagement effectively we require your full co-operation. You will provide us on a timely basis with any documents and information that we may need to complete the Engagement and ensure that, to the best of your knowledge, those documents and information are complete and accurate.

Unless you instruct us otherwise in writing, you agree that we may rely on them where we consider it is reasonable to do so. Where necessary, you will ensure that we have timely and reasonable access to your employees and you will procure that they will provide us with such assistance as we require completing the Engagement.

Where we draft, review or advise on agreements or other documentation, we do so as legal advisers, not as specialist advisers or experts in other technical disciplines or professions, and it remains your responsibility to ensure that appropriate expertise from other specialists is obtained where appropriate.

4. These terms

These Terms of Business should be read together with our Engagement Letter. Together they form the contract between you and us for the purposes of the Engagement. If and to the extent that the Terms of Business conflict with the Engagement Letter, the Engagement Letter shall prevail. From time to time it may be necessary for us to amend or supersede these Terms of Business. In such circumstances we shall notify you of the proposed changes and, unless we hear from you within 7 days of such notification, the new Terms of Business will come into effect from the end of that period.

5. Our Services

We will perform the Engagement with reasonable skill and care. Our services will not include advice on tax related issues arising out of the Engagement.

We will communicate with you in plain language but should you require clarification on any matter on which you are unclear then you should contact the solicitor with conduct of your case.

We will report to you in writing at least every 6 weeks by writing (to include email, and text facility) or sooner upon significant development in your case.

In addition, on a material change in the matter we will also provide to you at least at 6 month intervals;

- Position of the matter
- Options available to you.
- Costs incurred to date.
- Any change in anticipated cost.
- Whether to anticipated outcome still justify the costs and risks associated with your case.
- Any change to the estimated time to conclusion of your case.

You may contact us by letter, email, or text facility (where appropriate) if you have a concern or query in relation to your case. Our hours of business are 8.30am to 5.30pm Monday to Friday. In addition an out of business hour service is in operation for emergencies

6. Conflicts of Interest and Confidentiality

Before accepting any Engagement, we will determine whether we are able to advise you having regard to any legal or professional regulations relating to conflicts of interest. Similarly, we will not act for another client in relation to the subject matter of this Engagement, or a related matter, if this would constitute a conflict of interests, unless we are permitted by legal or professional regulations to do so.

You agree that we may otherwise act for any other client, including commercial competitors and this may include acting on any particular matter in which you may have an interest, even if the interests of the other client are or may become adverse to your own, unless we conclude that it would be inappropriate for us to do so having regard to any legal or professional restrictions. Subject to us putting in place any arrangements which we consider necessary to protect your documents or information acquired by us and which are or may be relevant to an Engagement for another client, you agree that we may act for that other client without further confirmation from you.

Should an actual or anticipated conflict of interest arise during the Engagement, we may be obliged to terminate the Engagement with you but reserve the right to continue to advise one of the clients involved subject to any legal or professional restrictions. We will not be liable to you for any losses arising from a termination of the Engagement in such circumstances.

We are under a professional duty to keep your documents and information acquired during an Engagement confidential and will not disclose them to any third party without your consent. You agree that we may disclose your information where we are subject to a legal or professional obligation to do so, including to our professional indemnity insurers. You agree that we are not under any obligation to disclose to you or use for your benefit any documents or information in respect of which we owe a duty of confidentiality to any other party.

7. Money Laundering and Terrorist Financing

Andrew Collingbourne is our designated Money Laundering Officer (MLRO). Any concerns about such matters should be addressed to him at our offices.

We are subject to money laundering and terrorist financing legislation. Consequently, we are required to obtain evidence to verify your identity before accepting new instructions from you. We reserve the right to charge you for any time or costs we incur and which we deem necessary to verify your identity or otherwise comply with such legislation. If we do not receive evidence of your identity satisfactory to us, we will not be able to act or continue to act on your behalf and will be obliged to terminate the Engagement. Our professional duty to keep your affairs confidential is subject to the statutory exception which obliges us, in certain circumstances (and with criminal penalties for any failure), to report to the relevant authorities any knowledge or suspicion of criminal activity, or involvement in money laundering or criminal property or terrorist financing by a client or third party arising during the course of our professional work. We may also be obliged to make such reports without reference to you, or without your consent, as it is also an offence to “tip-off” any party or any other third party suspected of money laundering. In certain cases we may also be obliged to cease acting for you temporarily or to terminate the Engagement, without being able to explain why.

Finally, under the money laundering legislation, we are obliged to keep our records, including financial records, on each Engagement, and we will keep these records for a period of at least six years from cessation of any instructions.

8. Interest

In accordance with the requirements of the Solicitors Accounts Rules 2011, any money received on your behalf will be held in a Client account. We will pay a sum in lieu of interest on monies held in line with the terms of our payment of interest policy.

It is important to note that interest will not be payable in all cases and that the rate received will be lower than that available to you had you invested the monies privately. The written policy is available on request.

9. Client Balances

We have a duty under our code of conduct to return any monies to you following completion of your matter. If for any reason we are unable to make contact with you we will therefore need to engage the services of a ‘tracing agent’ who will be able to do this on our behalf. The cost incurred in carrying out this additional work will be deducted from any monies due to you together with any additional fees incurred as a result of us instructing the tracing agent.

10. Communications

Unless instructed otherwise in writing, we may correspond with you and third parties by internet e-mail or other electronic means. We cannot, however, guarantee that transmissions will be delivered or received in a timely manner or at all, reliably, securely, error free, virus free or free from interception.

You accept these risks and hazards of electronic communications and agree that we will have no liability for any loss or damage caused by the use of electronic communications. You consent to our intercepting and monitoring communications between you and any individuals within the firm, in order to ensure compliance with our internal rules or with applicable legal requirements and to investigate matters brought to our attention.

11. Outsourcing

We may require external third party companies or agents to undertake work in connection to assist in the smooth running of your matter, such as instructing Witness Statement takers. We will have an agreement with any such outsourced provider to ensure that we are confident of their ability to work to a certain standard, have the necessary expertise, date security procession and resources to carry it out.

12. Fees

You agree to pay our fees and disbursements as set out in our bills.

Our Engagement letter will confirm to you the fees and disbursements payable by you in this matter.

Our fees are estimated to reflect the anticipated time and work involved in your case.

Our current charge out rate are fixed according to the nature of your instruction and in addition to this VAT is payable at the applicable rate.

You may be eligible to have your fees paid;

- Under a public Funding Scheme (Legal Aid Agency)
- Under a Legal Expense policy (BTE Policy)
- Third party funding.
- Under a Conditional Funding Agreement. (CFA) [No win - no fee OR no win – low fee]
- DBA – Damages Based Agreement.

We will charge fees for all of our time spent on the Engagement, including but not limited to, time spent attending meetings, travelling, reviewing and preparing papers, carrying out legal research, corresponding with you and with third parties, supervising and managing the team deployed on your Engagement and making and receiving telephone calls. Unless otherwise agreed, our time is recorded and charged in six minute units.

Disbursements and expenses are recharged to you at a rate appropriate to cover their cost and administration and in addition to our fees, except where separate agreement has been reached. These include but are not limited to third party expenses incurred by us on your behalf such as Court fees, fees of experts, barristers and external advocates, courier costs, search fees, stamp duty and overseas lawyers’ fees. No separate charge is made for secretarial time, other than overtime. We will recharge travel costs, accommodation, communications and subsistence costs when travelling away from our offices in connection with the Engagement.

Where disbursements will be substantial, we may request that money is paid to us on account of those costs before we incur them, or arrange for the costs to be paid directly by you. Any estimate, quote, fee, disbursement or other cost is stated exclusive of VAT or other taxes or duties which we might be obliged to charge. Where we are obliged to charge VAT, goods and services tax, sales tax or other such taxes or duties to you, we will add the relevant tax to our fees and disbursements, at the rate from time to time in force in the jurisdiction concerned. We will render our bills to you on the basis set out in the Engagement Letter. These will constitute final bills for work done during the relevant period, and are payable within 7 days of issue of the bill. If you wish to query any element of the bill you must do so immediately with the matter director. That part of our bill which is not subject to query should be paid within 7 days of issue of the bill.

If our bill remains unpaid after 7 days you agree that we shall be entitled:

- to charge interest on overdue amounts at the legal rate for late payments where there is one, or 3% above the base rate from time to time of Lloyds banking Group where there is no legal rate;
- To apply any of your funds in our client accounts (which are not held by us for a specific purpose) towards the payment of any unpaid bills in respect of this Engagement or any other Engagement between you and us at our discretion; and
- To terminate the Engagement.

If we or you terminate the Engagement for whatever reason, you will pay our outstanding fees and incurred disbursements, including those not yet billed as at the date of termination, together with any additional fees and Disbursements reasonably incurred arising from the termination of the Engagement.

13. File Destruction Policy

Following conclusion of your case your file will be electronically stored on our servers/external servers. Files will be retained for a maximum of six years from the date of our final bill. As a result all original documentation will not be retained and simply an electronic version of the file will be created. In the circumstances if, at the conclusion of your case any original documentation is required by you, you must notify us within seven days of the conclusion of your case following which all original documentation will be destroyed.

We reserve the right to store files and property related to our Engagement with a third party whose security arrangements are in our view appropriate.

As set out above if you would like the files or property relevant to the Engagement delivered to you please let us know.

If we receive a request from you within six years from the date of our final bill, we shall return to you a copy of the electronic file on compact disc read-only media. We will however charge for this service in the sum of £50.00 plus vat at the current rate. You agree that we will be entitled to charge you for retrieving the file electronically and producing an electronic copy for you.

If after a period of six years has elapsed you have not requested documentation or for the electronic file to be kept longer then we will destroy the electronic copy without further reference to you.

14. Rights of action

You acknowledge and agree that in relation to the Engagement, your relationship in contract and tort is solely and exclusively with Collingbourne Hennah Ltd.

15. Liability for information relied on by us

We will not be liable if any Loss which is due to the provision of false, misleading or incomplete information or documents (save where we should reasonably have discovered the false, misleading or incomplete information or documents)

16. Other parties

We do not accept any liability for the advice or other services provided by experts or service providers instructed by us on your behalf in connection with the Engagement. We neither owe nor accept any duty to any person other than you and we do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any person other than you. You agree to indemnify us against any liabilities, losses, damages, costs or expenses we incur arising out of any claims brought against us by third parties arising out of or in connection with the Engagement. No person other than the parties to the Engagement Letter and their respective successors and assignees, shall have any right to enforce any of the provisions of the Terms of Business or the Engagement Letter, except to the extent expressly provided in the Terms of Business or the Engagement Letter

17. Intellectual Property Rights

We will own copyright in any document prepared by us during the course of carrying out the Engagement. We grant you a non-exclusive royalty-free licence to use any document within your organisation for the purpose for which it is provided, subject to any confidentiality restrictions indicated. We expect to apply the benefit of our past experience in acting for our clients. Therefore, subject always to our obligations of confidentiality to you and to any express requirement to

the contrary, we may refer to, use or develop documents or parts of documents, ideas, techniques, concepts, methodologies or processes prepared by us or by other advisers in the context of the Engagement, when advising, preparing documents for, or giving advice to another client, or marketing or know-how. We may keep such documents in a confidential database.

18. Data Protection Laws

Nathan J Hennah is our Data Protection Act designated officer. Any concerns regarding such matter should be address to him at our offices.

During and after the Engagement we may process on your behalf any personal data you have provided to us. Subject as provided below, any such processing shall be in accordance with, and subject to, your instructions except as described below. We will ensure that all appropriate technical and organisational measures are taken to protect any personal data supplied by you to us against unauthorised or unlawful processing, accidental loss, destruction or damage, including when we sub-contract any processing (for example, in the case of external storage of data).

Your instructions are taken to include the use by us, where appropriate, of independent contractors appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing.

We may share personal data with other legal or professional advisers used by us to provide you with legal services. We and/or our independent contractors may from time to time process as a data controller and use the contact details you and your representatives have provided to us to send invitations, marketing materials, legal updates or other publications that we feel may be of interest and to organise associated events as well as business meetings.

By accepting these Terms of Business you give positive consent for us to obtain, store and process information about you as described in the preceding paragraphs. You agree that where necessary you will have obtained any appropriate consent from individuals, in connection with the above-described categories of processing, before providing us with personal data. It is also a term of the Engagement that any personal data supplied by us to you about our employees and/or any third parties may only be used for the express purposes for which that information is provided to you.

19. Merger

If we transfer all or substantially all of our business to another firm (“Successor Entity”), our Engagement with you shall not automatically terminate by reason of such transfer. You agree that the Successor Entity is automatically appointed by you so that continuity of service can be provided to you. Both the Successor Entity and you may rely on the Engagement Letter and these Terms of Business as setting out the continuing terms of the Engagement. If such transfer requires some formal action by you then you will take such steps as are necessary to enable continuity of our services. Subject to the above paragraph, you will not have the right to assign or transfer the benefit or burden of the Engagement without our written consent.

20. Termination

You may terminate the Engagement by giving us notice in writing at any time.

In addition to the circumstances set out above, we may cease acting for you and terminate the Engagement, but only when entitled to do so under our professional rules and after reasonable notice has been given to you in writing. Whether the termination of the Engagement is by you or by us, we shall be entitled to retain your documents relating to the Engagement until all our fees and disbursements relating to the Engagement have been paid.

In addition if your instruction in accordance with the Engagement has arisen without us meeting you in person then the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 will apply. In such circumstances you have the right to cancel your instructions to us within 14 days of receiving this letter.

You may cancel your Engagement by Royal Mail letter or fax.

Once we have started work pursuant to the engagement you may be charged if you then cancel your instructions.

21. Regulation & Limitation of Liability

Collingbourne Hennah Ltd maintains professional indemnity insurance cover in accordance with applicable regulatory requirements.

Our liability to you for breach of your instructions shall be limited to £3 million unless we expressly state a higher amount in the Engagement letter.

We can only limit our liability so far as the Law so allows. In particular we cannot limit our liability for death or personal injury.

Your rights in respect of any breach on our part of this retainer shall only be enforceable if notice in writing, giving all the material details of any claims shall have been given to us before the second anniversary of the date of this letter.

22. Provision of Service Regulations 2009

We comply with the above Regulations by displaying the required details of our professional Indemnity Insurance in each of our offices.

23. Force Majeure

We shall not be liable to you if we are unable to perform our services in relation to the Engagement as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as possible.

24. Severability

Each clause and sub-clause of these Terms of Business shall be independently interpreted and enforceable. If any clause or sub-clause of the Terms of Business or provision in the Engagement Letter is declared void, illegal or otherwise unenforceable, the remainder shall survive unaffected.

25. Waiver

No delay by you or us in enforcing any terms of this agreement will affect or limit your or our rights under this agreement. Any waiver by you or us of any breach of this agreement shall not be deemed a waiver of any other prior or subsequent breach of this agreement. Any waiver of any contractual claim or right must be made in writing to be effective.

26. Governing Law and Jurisdiction

Any contractual or non-contractual obligations arising from or connected with this Engagement shall be governed by, and this agreement shall be construed in accordance with, the law of England & Wales and shall be before the Cardiff Civil Justice Centre or any Court of our choice within England and Wales.

27. Resolving problems

We are confident that we will provide you with a high quality service but should you have any queries or concerns regarding our service please contact the director identified in the Engagement Letter immediately. The director with overall responsibility for Regulation and client care is Nathan J Hennah.

28. Publicity

Save for those jurisdictions where specific consent is required, unless you expressly tell us otherwise, you agree that we may make general reference to our representation of you from time to time in marketing and related materials. You agree that we may also disclose to third parties that we are acting or have acted for you on a matter if information about that matter is in the public domain or if you specifically consent to such disclosure. This may include providing information to legal directories, who may wish to contact you for your opinion on our services and, in the absence of objections, we assume this is acceptable.

29. Financial Services

If during the course of the matter upon which we are advising you, you need advice on investments, we may have to 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.

If you have any problem with the services we have provided for you, then please let us know. We will try to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007.

Insurance Mediation

As we have said, we are not authorized 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.org.uk

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30. Your Right to Complain

As part of our commitment to customer satisfaction Collingbourne Hennah Ltd has a vigorous complaint procedure that you can access at any time. Please let us know as soon as possible if you have any problems or you would like a copy of our complaints procedure.

If you have a complaint about the service you receive from us at any time you should raise this with the person responsible for your case (as set out in the engagement letter). If they cannot resolve the matter then you should speak to the Complaints Director at the practice. The Complaints Director at the practice is Nathan J Hennah who can be contacted on 01633 262848 or by email. Your complaint will then be dealt with in accordance with the complaints director, a copy of which is available on request.

If still unresolved following investigation of your complaint you may take your complaint to the Legal Ombudsman. The legal Ombudsman

can be contacted at Legal Ombudsman PO Box 6806 Wolverhampton WV1 9WJ. If you would rather speak to them by telephone their telephone number is 0300 555 0333.

31. Regulations Affecting Your Cancellation Rights

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – ie: by way of a "distance" contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home – ie: by way of an "off-premises" contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us Collingbourne Hennah Ltd, 13 Clytha Park Road, Newport, South Wales, NP20 4PB, 01633 262 848, hello@ch-law.co.uk, 01633 267847 of your decision to cancel this contract by a clear statement (eg: a letter sent by post, fax or e mail). To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so. By signing and returning the attached letter, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning the attached letter, we will not be able to undertake any work during that period.

32. Financial Services Compensation Scheme

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in Lloyds Commercial Bank. The £75,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £75,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, with effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

In the event of a bank failure you agree to us disclosing details to the FSCS.

33. Maximum Cash Limit:

The Firm's policy is to only accept up to £500.00 in cash payments from clients. Please discuss directly with Nathan J. Hennah (Principal) if you are not able to pay the balance of the fees /disbursements via your bank account / cheque. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party. For any individuals total monies. Please also note that some deposit

institutions have several brands which can be checked with your bank or the Financial Conduct Authority (www.fca.org.uk). We would also advise that in the event of a banking failure we may need to disclose Client details to the FSCS.

34. Planning in Property Transactions, Environmental Issues, and Mortgage Fraud

Planning in property transactions

We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

Other property disclaimers / Environmental

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental 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 on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving to you.

COLLINGBOURNE HENNAHLAW

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