

CLIENT INFORMATION AND TERMS OF BUSINESS

This document is to confirm the arrangements between us going forward.

BUSINESS HOURS

We are normally open between 9.00 am and 5.45 pm Monday to Friday and 10.30 am to 12.30 pm on Saturdays. We may be able to arrange appointments outside of these hours, in cases of emergency. We are pleased to make home or other visits, where appropriate.

OUR RESPONSIBILITIES

We will:

- Treat you fairly and with respect
- Communicate with you in plain language
- Review your matter regularly
- Advise you of any changes in the law that affect your matter
- Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

YOUR RESPONSIBILITIES

You will:

- Provide us with clear, timely and accurate instructions
- Provide all documents and information that we reasonably request
- Safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party

SERVICE LEVELS AND FREQUENCY OF COMMUNICATION

We will update you regularly by telephone or in writing and as appropriate on the likely timescales for each stage and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will advise you if the likely outcome still justifies the likely costs and risks. You must also consider at every stage whether you are content to incur costs.

If you cannot be given a fixed fee estimate, we will update you on the cost of your matter at regular intervals. We will continue to review whether there are alternative methods by which your matter can be funded.

We strive to maintain continuity in respect of the Solicitor / Legal Representative acting for you; occasionally another fee earner may need to take over conduct of your file. We will tell you of any proposed change except for cover due to holidays / short term illness. If this happens, the level of service will be maintained.

COSTS AND CHARGES

At the outset of a matter we will set out the basis on which we will charge you and the arrangements concerning our fees and expenses. The charge which we make will be fair taking into account the time and expertise involved. Where appropriate, an element of value and/or an uplift of our hourly expense rates may be added to reflect the importance or complexity of the matter, the consequent responsibility upon the firm and the degree to which we have to give priority to your work over that of other clients. In some cases work is undertaken on a fixed fee basis. This will be highlighted in the letter accompanying these terms of business.

Our current hourly charging rates are as follows: Category A – Partners £220; Category B – Senior Associate Solicitors/Senior Legal Executives £190; Category C – Associate Solicitors and Legal Executives £175; Category D – Trainee Solicitors and Paralegals £120; Category E – Trainee Paralegals £50; Category F – Consultants £250. These are the normal rates applied and are reviewed annually. We will advise you at the outset if a different rate will apply or if the rate changes during the conduct of your matter. Should we need to revise any estimated fee we will let you know by letter, fax or email.

Except where otherwise separately agreed, we will normally issue an interim invoice in respect of work conducted at regular intervals or where the value of work in progress exceeds £500, whichever comes first. We will render a final invoice on completion of the matter.

Unless otherwise agreed in writing, invoices must be paid within 14 days of receipt. We reserve the right to charge interest for late payment at the rate for the time being payable on judgment debts. We also reserve the right to use any funds held on your behalf to settle any monies/expenses due to us unless you notify us in writing to the contrary.

We accept payment by: - CHEQUE, CREDIT /DEBIT Card and by ELECTRONIC TRANSFER (please contact us to process your payment for costs and charges). Please note we are unable to accept payment by American Express or Solo.

From time to time, we may request you to make payments to cover monies, which we may have to pay on your behalf or to provide us with a sum on account of costs.

It may be that you hold some form of legal expenses insurance, which may assist you with settlement of part or all of your fees. Similarly, your case may be funded by a trade union or third party. Please ensure that you advise us at the beginning of the matter, if you believe that you may have the benefit of any such assistance.

You may wish to set a limit on the amount of fees which cannot be exceeded without your specific authority. Please consult the person handling your case if you wish to do this.

In Court proceedings if you do not have the benefit of public funding, you will be personally responsible for payment of our costs in full, regardless of any Costs Order made against your opponent. If you lose a Court case, it is likely that you will have to pay your opponent's costs as well as your own. If you win a Court case this does not necessarily mean that your opponent will have to pay the full amount of your costs. If your opponent is legally aided or impecunious, you will probably not be able to recover your costs even if you are successful. In all matters, which involve or may involve court proceedings, we will consider with you the costs risks involved.

If your matter is legally aided or publicly funded, you will be provided with an additional information sheet.

REGULATED SERVICES

The firm is authorised and regulated by the Solicitors Regulation Authority (the SRA), The Cube, 199 Wharfedale Street, Birmingham, B1 1RN.

This means that we are governed by a Code of Conduct and other professional rules which can be accessed on the SRA's website www.sra.org.uk or by calling 0370 606 2555.

DATA PROTECTION

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of this information is subject to your instructions, the Data Protection Act 2018 (DPA) and the General Data Protection Regulation (GDPR), as applicable, and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses, professional advisers, government departments or other third parties. Where appropriate we will seek their confirmation they are DPA and/or GDPR compliant. Under data protection legislation you have a right of access to the personal data that we hold about you. A copy of our GDPR policy will be available upon request.

We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify us, preferably by email to compliance@stephenrimmer.com.

STORAGE AND RETRIEVAL OF FILES

We will keep our file of your papers for a minimum of 7 years (save where a matter is abortive) in accordance with our Data Protection Policy and/or GDPR policy, except those papers that you request to be returned to you. We keep files on the understanding that we may destroy them after the requisite period of time. We will not destroy 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 the retrieval. However we may charge you for:

- time spent producing the stored papers that are requested
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

OUTSOURCING

Sometimes we ask other companies or individuals to carry out tasks on our files to ensure this is done promptly and in the most cost effective manner. We always seek to ensure those outsourced providers are DPA and/or GDPR compliant.

EXTERNAL AUDITING

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. If you object to this, please notify us in writing.

TERMINATING YOUR INSTRUCTIONS

You may end your instructions at any time, by giving us notice in writing (unless we have an ongoing legal responsibility for example as an Executor or Trustee). We can keep certain papers and documents whilst money is owed to us for our fees and expenses.

We can decide to stop acting for you with good reason and will give you reasonable notice.

If you, or we, decide that we should stop acting for you, you are liable to pay our charges up until that point. These are calculated on the basis set out in our letter confirming your instructions. In litigation matters you are also responsible for signing and returning a Notice of Change to us. We will provide this to you, should the need arise.

In contentious matters you may be entitled to continue acting as a litigant in person, on your own behalf. In non-contentious matters you may need to consider instructing alternative solicitors.

PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

We are required by law to get satisfactory evidence of the identity of our clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients, can be used by criminals wanting to launder money.

To comply with the law, we need to get evidence of your identity as soon as possible. This is often done electronically, although we may also ask you for paper identification.

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

CONFIDENTIALITY

The information and documentation you provide to us is confidential and subject to legal professional privilege unless:

- as stated otherwise in this document or our letter confirming your instructions, e.g. in relation to prevention of money laundering and terrorist financing or
- we advise you otherwise during the course of your matter.

We cannot guarantee the security of information communicated by email or mobile phone. If you do not feel your address is secure, please advise us. Unless we hear from you to the contrary, we will assume that you consent to these methods of communication.

RECEIVING AND PAYING FUNDS AND THE DANGERS OF CYBER CRIME

Our policy is to only accept payments in cash at our offices to a maximum of £600. If you pay cash directly to our bank, we may have to charge you for any additional checks necessary to prove the source of the funds. We prefer to receive funds via transfer into our account, or by cheque. Where we have to pay money to you, it will be paid by cheque or bank transfer to you. It will not be paid in cash or to a third party.

Cyber Crime is a huge issue. Please be aware that if, for any reason, our bank account details change we will advise you by a letter sent in the post – we will never email a change of account details to you and must therefore disclaim any liability for any action taken by you, in response to such an email purporting to be from us. It is safer where you are sending/reciting bank details, to put them as an attachment to an email rather than within the body of the email. If you are in any doubt, please contact us in the first instance. Please be aware that if money is sent by you which does not reach us, you personally could suffer loss, as very often banks do not have liability in this regard.

COMPLAINTS

We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about our bill, please take up your concerns first with the fee earner responsible for your work. If it is not resolved to your satisfaction or you would prefer not to speak to the fee earner concerned, then please contact the person named as the supervisor of your matter in the letter confirming your instructions. Alternatively, you can contact the partner responsible for concerns and complaints. This is currently Wendy Still on 01323 644222, ws@stephenrimmer.com or by post to Stephen Rimmer LLP, 28-30 Hyde Gardens, Eastbourne, BN21 4PX.

We have a written procedure that sets out how we handle complaints. It is available on request from our office.

If we have not resolved your complaint within eight (8) weeks, you can then ask the Legal Ombudsman to consider the complaint within six (6) months of the written response from the firm. The Legal Ombudsman can be contacted at:-

PO Box 6806, Wolverhampton, WV1 9WJ - 0300 555 0333 - from 8.30am to 5.00pm
enquiries@legalombudsman.org.uk - www.legalombudsman.org.uk

The time limit to take a complaint to the Legal Ombudsman is within six (6) years starting from the date of the act or omission complained of, or three (3) years from when the nature of the complaint becomes known to you.

The Legal Ombudsman deals with complaints by clients, prospective clients and very small businesses. This means that some clients may not have the right to complain to the Legal Ombudsman, e.g. charities or clubs with an annual income of more than £1 million, trustees of trusts with asset value of more than £1 million and most businesses (unless they are defined as micro-enterprises).

OUR BILL

You are liable to pay our fees as set out in our letter confirming your instructions.

You have the right to challenge or complain about our bill. Please see the Complaints section above for details. The procedure for challenging a bill varies depending on whether it relates to a matter involving Court proceedings.

PAYMENT OF INTEREST

The rate of interest paid on funds held on behalf of clients is the prevailing rate provided on the Royal Bank of Scotland Instant Saver Account. This can be found on the RBS website <http://personal.rbs.co.uk/personal/savings/instant-saver/product-information.html> The Firm only makes payments of interest over £25.00; this is reviewed as interest rates change

In certain circumstances, depending on the sum held on the client account (in excess of £500,000) and when the funds are to be held for a period that justifies a specific designated account and if it is deemed fair and reasonable to do so, the partners will explore the possibility of utilising higher interest accounts. Each case is taken on its merits, depending on the accounts available at the time at the banking facilities which the firm normally uses. All interest, in these circumstances, will be paid to the client.

Interest is paid gross and it is your responsibility to declare it to the Inland Revenue.

HOW WE HANDLE MONEY WE HOLD ON YOUR BEHALF

Your monies will be held in Barclays Bank plc and/or in the RBS, which are regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000, if a banking institution is unable, or likely to be unable, to pay claims against it.

The FSCS also provides up to £1m of short-term protection for certain high balances, e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the Temporary High Balance Scheme and, if it applies, protection lasts for a maximum of six months from deposit.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client accounts, the limit is £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.

INSURANCE MEDIATION, INVESTMENT ADVICE SERVICES, AND DEBT COLLECTION

We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we can carry on insurance distribution and mediation activities, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the FCA website at www.fca.org.uk/financial-services-register

If whilst we are acting for you, you need advice on investments, we may refer you to someone, who is authorised to provide the necessary advice. We may provide certain limited investment advice services, where these are closely linked to the legal work we are doing for you.

We do carry out debt collection services for our clients as another one of the services incidental to our firm's overall range of services.

This part of our business is regulated by the SRA and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman.

LIMIT OF LIABILITY

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the coverage of the policy, can be inspected at our office or made available on request.

Our maximum aggregate liability to you in this matter, will be £3 million including interest and costs, unless we expressly state a different figure in our letter confirming your instructions. If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher liability limit may result in us seeking an increase in our charges.

We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit or opportunity.

Stephen Rimmer LLP is a Limited Liability Partnership. This means that the firm's members are not personally liable for any acts or omissions by the firm, unless the law requires otherwise. This does not limit or exclude liability of the firm for the acts or omissions of its members or employees.

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

EQUALITY AND DIVERSITY

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

FUTURE INSTRUCTIONS

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us.

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.

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