

SCOTT DUFF & CO

TERMS & CONDITIONS OF BUSINESS

Contents

1. Introduction
2. Responsibilities
3. Methods of communication
4. Termination of Retainer
5. Notice of Right to Cancel (if applicable)
6. Professional Indemnity Insurance
7. Charges and estimates
8. Money on account and interest payments
9. Invoicing and payment
10. Costs
11. Limitation of liability
12. Papers and deeds
13. Anti-Money Laundering
14. Financial Services advice
15. Insurance distribution
16. Data Protection
17. Cyber Security
18. External audits
19. Equality and diversity
20. Complaints
21. The Financial Services Compensation Scheme
22. Acceptance

1. Introduction

These Terms and Conditions of Business and accompanying retainer letter set out our service standards and the terms of business on which we agree to act for you. If you have any questions about any of the information contained herein, please contact the person dealing with your case.

We are subject to the regulation of the Solicitors Regulation Authority whose rules can be consulted at www.sra.org.uk/solicitors/standards-regulations/

2. Responsibilities

As the work we do on your behalf (your 'matter') progresses we will:

- Act in your best interests and keep your information confidential at all times;
- Communicate with you in plain language;
- Advise you on the likely timescale of the matter, where it is possible to do so, and keep you informed of any changes to it;
- Do our best to reply quickly to correspondence;
- Keep you informed of progress and the work that we are doing on your behalf, including any changes to the law that might

- have a bearing on your instructions;
- Tell you about any delays and explain the reasons;
- Explain the effect of any important documents;
- Tell you about staff changes that might affect you;
- Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter;
- Update you on the costs position and tell you if our original costs estimate needs to be reviewed.

You can help us by:

- Giving us clear instructions;
- Safeguarding any documents that will be important in this matter;
- Letting us know if you are unsure over any aspect of your matter;
- Telling us about any important time limits that you are under, or if you are going to be away for any length of time;
- Responding promptly to any questions that arise.

Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

3. Methods of communication

We will aim to communicate with you by such method as you may request. Unless you withdraw consent, we will communicate with you and with others when appropriate by email or fax, but we cannot be responsible for the security of correspondence and documents sent by email or fax.

4. Termination of Retainer

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses. We may decide to stop acting for you only with good reason, e.g. if you do not pay an interim bill or there is a conflict of interests. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses or by proportion of the agreed fee.

5. Notice of Right to Cancel (if applicable)

You may terminate our instructions in writing at any time by writing to the person dealing with your matter but we will be entitled to keep all your papers and documents while there is money owing to us for our costs.

We may decide to stop acting for you only with good reason, for example, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice in any situation where we will be ceasing to act for you.

If you, or we, decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge fees and disbursements incurred in transferring the matter to another adviser if you so request. Please note that we will not (to the extent permitted by the applicable rules of professional conduct) release your papers or property to you or any third party until you have paid all outstanding charges.

Should you decide to cancel your instructions with us and your matter is funded by legal aid then we have a duty to make you aware that there would be potential difficulties in re-applying for legal aid for the same issue if the contract is terminated.

Notice of the right to Cancel - If you have not attended our offices in person and have instead been visited in your home or place of work by a solicitor or agent on our behalf, and have entered into an agreement for our services, then you have a right (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) to cancel that agreement within 14 days from the date of first instructing us, without any charge being made by us. You must give us notice in writing, either by post or electronically, or alternatively by sending us the cancellation notice slip which is enclosed with the Retainer Letter (where applicable). The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically. Please note that if you agree in writing that we should undertake work on your behalf before the end of the cancellation period, then even if you cancel your agreement with us you may still be required to pay for services supplied before the cancellation date.

If you have instructed us using a form of 'distance communication' such as telephone or email then you have (under the 2013 Regulations referred to above) a right to cancel the agreement and withdraw your instructions within 14 days from first instructing us without any charge being made by us. You must give us notice in writing, either by post or electronically

or alternatively by sending us the cancellation notice slip which is enclosed with the Retainer Letter (where applicable). The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically. Please note that your right to cancel does not apply if we undertake work on your behalf, with your prior consent, within the 14 day period.

If you cancel the agreement within the 14 days we will reimburse to you all payments received from you.

6. Professional Indemnity Insurance

We maintain professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices at either of the address shown at the end of these terms.

7. Charges and estimates

Our charges are based on set hourly rates in the letter accompanying these terms, including secretarial time, or a fixed fee. VAT is payable in addition at the applicable rate (currently 20%). Any changes in our charging rates will be notified to you in advance. Our VAT registration number is 288 1161 45.

We may, in accordance with professional guidelines, also charge a premium where reasonable to do so to take account of the nature, complexity, value and urgency of the services and other criteria specified in those guidelines. In addition, we will charge you for any expenses we incur on your behalf ('disbursements') such as travel, counsels' fees, and agents' charges

8. Money on account and interest payments

Our policy on the payment of interest in relation to money that we hold on your behalf is to account to you for all sums earned if the total exceeds £20. Below this sum we will retain any such sums earned without accounting to you for them. We believe that this policy is fair and reasonable, and we keep it under continual review in the light of changing interest rates in particular. When we are in receipt of large amounts of money, we may place such funds on specific deposit, in which case you will receive all the interest received. General payments of interest are made without deduction of tax, but tax is deducted at source on specific deposits. Please bear in mind that the rates of interest that we receive from our bankers are lower than might otherwise be achieved because of the need for us to have instant access to funds in most cases.

We may require you to pay us a reasonable sum on account of costs. This will be held in our client account and we shall account to you for interest in accordance with the above policy.

We may use your money held on account of costs to pay expenses incurred on your behalf even though not yet invoiced to you. We will not be liable to pay any disbursement on your behalf unless you have put us in funds to do so when this has been requested.

9. Invoicing and payment

Property transactions: We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion, and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.

Administration of estates: We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.

In family law, we will submit invoices to you on a 2 monthly basis or at the end of a distinct section of the instructions, whichever is the sooner. Unless indicated expressly to the contrary, invoices will take the form of a final account for all work done during the relevant period. All invoices are payable on delivery. All invoices are payable on demand and we request payment in full within 28 days. In all other matters invoices will be submitted as set out in the accompanying letter.

If an invoice is not paid within 28 days, we may charge interest on the balance outstanding at the rate of 8% per annum.

In personal injury, if your matter is funded by way of a Conditional Fee Agreement (CFA) then you will also be bound by the terms set out in that Agreement. Where terms in the CFA are in conflict with these Terms and Conditions of Business or the engagement letter, the terms in the CFA will take precedence.

We reserve the right to stop doing any further work on your matter if you fail to make a payment on account requested in writing or fail to pay an interim bill.

It is our policy to only accept cash up to £500.00. If you deposit cash directly with our bank we may charge you for any additional checks necessary to prove the source of 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. If you wish to make a payment by bank transfer please contact the office for our bank details.

We accept electronic debit and credit card payments in the office or over the telephone.

10. Costs

In some cases, and transactions, a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances it is unlikely that the other person will 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. If the other party is in receipt of legal aid it is unlikely that any costs will be recovered.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest. You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses.

Arrangements can sometimes be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

11. Limitation of liability

Our liability to you for a breach of our contract with you will be limited to £3,000,000, unless we expressly state a higher amount in the letter accompanying these General Terms of Business. If we breach our contract with you, we will not be liable for any loss of profits or loss of business or depletion of goodwill or loss of anticipated savings or loss of contract or loss of use.

We can only limit our liability to the extent the law and our professional rules allow. In particular, we do not limit our liability for any loss or damage suffered by you as a result of fraud or fraudulent misrepresentation or death or personal injury caused by our negligence.

We shall have no liability to you if we are prevented from, or delayed in performing, our obligations or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control.

Scott Duff & Co (rather than its partners, employees and consultants as individuals) will provide advice and services to you. You agree that you will not bring any claim in person against any partner, employee or consultant of Scott Duff & Co in connection with any advice or services provided or for the acts or omissions taken or not taken by them.

12. Papers and deeds

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. We will keep our file of your papers for at least six years in line with our Privacy Policy, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them six years after the date of the final bill. 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 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.

Storage of documents does not mean we have any obligation to notify you of any changes to the Law affecting those documents.

13. Anti-Money Laundering

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client 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. If you cannot provide us with the specific identification as listed in the Proof of Identification Guidance Note, please contact us as soon as possible to discuss other ways to verify your identity.

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.

You may be asked to disclose the details of the source of any funds paid to us and failure to do so

may lead to us being unable to continue to act for you or a delay in us completing the work.

Please note that any such searches and copy documents will be securely maintained on the file for your matter in pursuance of our data protection policy. The uses that will be made of this data will be to provide confirmation of the identity of the person(s) providing it only. The law requires us to maintain such data for the period of five years from the end of the matter we are handling for you or from the date at which you cease to be a client of this firm. However, you agree to our retaining the forms and any other data for our usual file retention period of at least six years from the date of the file being archived, or longer than this if necessary, as when litigation has arisen or may be pending, and the checks have or may become relevant in any such proceedings.

We may also carry out an electronic identity check via a third party. The Smart Search Platform is an online service which allows us to electronically verify UK and International Individuals and Corporates. It also provides full Sanction and Politically Exposed Person screening and ongoing monitoring.

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.

14. Financial Services Advice

We are not authorised under the Financial Services and Markets Act 2000, nor are we regulated by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work, we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman provides an independent complaints review process for most clients of solicitors' firms. If you are unhappy with any

investment advice you receive from us, you should raise your concerns with either of these bodies.

15. Insurance Distribution

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 may carry on insurance distribution 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.

If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman whose address details appear under 'Complaints' below. Please also note that we act as an ancillary insurance mediator only in this regard and not as an insurance provider.

16. Data Protection

Scott Duff & Co collects and processes personal information, or personal data, relating to its clients to enable us to carry out your requests which will ordinarily be to represent you and carry out your legal work. This personal information is held by the Company on paper or in electronic format.

Scott Duff & Co are committed to being transparent about how it handles your personal information, to protecting the privacy and security of your personal information and to meeting its data protection obligations under the General Data Protection Regulations ("GDPR") and the Data Protection Act 2018. We attach our privacy notice which details how and why we will collect and use your personal information both during and after our service. We are required under the GDPR to notify you of the information contained in the privacy notice. Our privacy policy can also be found via our website at www.scottduff.co.uk.

If you are unhappy about the way we are managing your data you have a right to object to the Information Commissioner at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF (tel: 0303 123 1113). Please also see your rights to complain to the Legal Ombudsman.

17. Cyber Security

As Law firms regularly deal with substantial amounts of client money and often have access to

sensitive data, we are targets for external threats such as cyber-attacks. In the current climate, Cyber Security incidents are unfortunately becoming more and more commonplace and as such Scott Duff & Co take cyber security very seriously.

In an attempt to reduce the risk not only to ourselves but to our clients we as a firm have various policies and procedures in place. We therefore ask you to read carefully the information set out below to help reduce the risk.

Scott Duff & Co **will not** send our bank details to you by email. If you require this information, please telephone the number specified in the correspondence you have received from us. We will not change our bank account details during the course of your matter. You should regard any email that purports to notify you of our bank account details or of a change to our bank account details as potentially fraudulent. Do not act on the email and do not, under any circumstances, transfer any funds to any new bank account details.

We will not accept or act on any changes of bank details received from you by email.

Cyber criminals often send phishing emails which appear to be genuine and have sophisticated ways of making it appear that they have been sent from the legitimate business. If you receive an email which appears to be suspicious, please contact your file handler by telephone immediately so that the email can be verified.

Scam emails can be difficult to spot, and where a suspicious email has been received, we may ask you to send that email to us as an attachment to a new email so that we can check the origins of the email effectively.

Further guidance can be found on the National Cyber Security Centre website at:

<https://www.ncsc.gov.uk/guidance/data-breaches>

If you have any queries or concerns relating to Cyber Security then please do not hesitate to contact us.

18. External audits

External firms or organisations may conduct audits or quality checks on our practice including in relation to the quality standard of the Law Society of England and Wales. These external firms or organisations are required to maintain confidentiality in relation to your files. Please advise the person responsible for your matter if you would prefer for your papers to be withheld from inspection for these purposes. Work on your matter will not be

affected in any way if you would prefer to withhold consent.

19. 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.

20. Complaints

We are committed to providing a high-quality legal service to all our clients. When something goes wrong we need you to tell us about it. This will help us to improve our standards.

If you have a complaint with any aspect of the service or a bill that you have received please contact Suzanne Connell, our client care Director. You can contact her at: Scott Duff & Co, 3 Devonshire Street, Carlisle, Cumbria, CA3 8LG. We have a procedure in place which details how we handle complaints which is available upon request and via our website at www.scottduff.co.uk.

We have eight weeks to consider your complaint. In the event that you are not satisfied with the firm's response then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers. There are, however, restrictions to this service for organisations, as set out on their website (see below). Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

In addition, you should be aware that the Legal Ombudsman will not accept your complaint if:

more than one year has elapsed from the date of the act or omission giving rise to the complaint; or

more than one year has elapsed from the time when you should have known about the complaint.

The Legal Ombudsman's contact details are:

Telephone: 0300 555 0333

Minicom: 0300 555 1777

E-mail: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

Address: Legal Ombudsman PO Box 6167 Slough SL1 0EH

You also have a right to complain about or challenge your bill by applying for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a

complaint about a bill, if you have applied to the court for assessment of that bill.

21. The Financial Services Compensation Scheme

We hold all client money in both Barclays and Lloyds Bank Plc which is authorised and regulated by the Financial Conduct Authority (FCA). We will not be liable for any losses you suffer as a result of any this bank 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 of up to £85,000 if a banking institution is unable, or likely, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £85,000 in total and so please check the balance of any funds you also hold in Barclays and Lloyds Bank to assess your maximum losses in the event of a banking collapse. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) that we have your consent to disclose the necessary client details to the FSCS.

We shall communicate with you in the most effective way, as agreed between us. You should be aware that the use of e-mail is not secure for confidential matters. We take every precaution to ensure that email is virus free, but we cannot guarantee this. If you require correspondence to be addressed to a particular person or marked private and confidential then you must tell us.

22. Acceptance

These terms of business will be deemed to have been accepted by you upon our subsequent receipt from you or your agent of any instructions, verbal or written, in any matter. Unless otherwise agreed, these terms apply to any future instructions you give to us. In the event of our retainer being from more than one individual or company, the liability for our costs will be joint and several. So that we can be sure that you agree to these terms of business please sign the acceptance sheet attached and return it to us.

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 courts.

Scott Duff & Co. is the trading name of Scott Duff & Co Limited Registered in England No. 07579358

and authorized and regulated by the Solicitors
Regulation Authority No. 559663. Registered
office, 40 King Street, Penrith Cumbria CAll 7AY,
3 Devonshire Street, Carlisle Cumbria CA3 8LG

TERMS OF BUSINESS ACCEPTANCE

I/We have received and accept the terms of business and Privacy Notice.

Please delete if not applicable

I/We instruct you to commence work on my instructions immediately, and within the 14 day cancellation period as provided by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (if applicable as per section 5 above)

Your signature(s):

.....

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Date:

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