

Terms of business for clients

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1. **Our Contract**

RR Sanghvi & Co is a partnership offering legal services in England and Wales VAT Registration Number (867 840 185). We are authorised by the Solicitors Regulation Authority and our authorisation number is 63173.

These Terms of Business issued by us, as supplemented by any relevant Engagement Letter, apply to each Matter we work on for you.

No variation of these Terms shall be effective, unless it is in writing and is signed by one of our Directors.

Defined terms

In these Terms of Business:

"the Firm"	the Firm means R R Sanghvi & Co and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of the Partners (references to 'we', 'us' or 'our' in these Terms of Business are references to the Firm);
"Associated Entities"	means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;
"Credit Period"	means the period of thirty (30) days from the date of our invoice for our fees and/or expenses;
"Documents "	means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);
"Engagement Letter"	means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;
"Force Majeure"	means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;
"Matter"	means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;
"Partner"	means a partner of the Firm;
"Services"	means all services we provide to you in relation to the relevant Matter;
"You"	includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and "your" shall have a cognate meaning.

2. **Our responsibilities and services**

Our Responsibilities

In delivering our Services 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; and

- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your Matter

Our Services

The Partner at the Firm named in the Engagement Letter as the “Supervising Partner” will be the Partner primarily responsible for the provision of our Services to you. That Partner has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.

We only advise on the Laws of England and Wales. Where a transaction or other work also involves the laws of another jurisdiction it is your responsibility to ensure that competent advice has been taken in a timely manner and that we have been provided with a full and complete copy of that advice.

We may require that you contract directly with certain third parties and assume direct responsibility to them for the payment of their fees and expenses.

3. Your responsibilities

You will (so far as you are practicably able to do so):

- provide us with clear, timely and accurate instructions, and the information and materials necessary or desirable for us to perform the Services for you in a timely manner;
- notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;
- ensure that all information provided to us is complete and accurate in all material respects and not misleading; and
- safeguard any documents that may be required for your Matter, including documents that you may have to disclose to another party.

4. Client care code

We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are as set out below:

- Our duty to the court overrides any other duty we have, including any duty to you.
- We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.
- We will explain clearly at the outset the legal issues which arise in your case and how we advise they be dealt with, and the immediate steps we will take on your behalf.
- You will be regularly informed of the progress of your Matter.
- We will explain to you by telephone or in writing the substance of the legal work done or required to be done as your Matter progresses.
- We will update you on the likely timescales for each stage of this Matter and any important changes in those predictions.
- We will update you on the cost of your matter at the intervals set out in the Engagement Letter. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.
- Whenever there is a material change in circumstances associated with your Matter, we will update you on the change in question to enable you to determine whether the likely outcomes still objectively justify the likely costs and risks.

The Engagement Letter notifies you of the following details:

- the name of the person or persons who is/are dealing on a day to day basis with your matter (the “Fee Earner”); and
- the name of the Supervising Partner.

You will be told the name of the new fee earner if the matter is transferred from one fee earner to another.

We cannot guarantee that the Fee Earner or Supervising Partner will be available on demand, but we will do our best to get back to you promptly and efficiently.

If you do not understand anything, please always ask.

At the end of your Matter, you will be sent a bill with a letter confirming the Matter has been completed and, where necessary, summarising any continuing consequences.

The Firm's policy is to only accept up to £500.00 in cash payments from clients. If cash is deposited directly with our bank, we may charge you for any additional checks that are necessary to prove the source of the funds. Checks shall be necessary at our discretion in order to comply with our legal and regulatory obligations. 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.

5. Hours of business

The normal hours of opening at our offices are between 9.30 a.m. and 5:30 p.m. on weekdays. We are closed on bank holidays. Appointments may be arranged at other times when this is essential.

6. Fees and expenses

General

You will find a description of and information on the prices we charge for the services listed below on our website rrsanghvi.co.uk:

- Conveyancing;
- Probate;

Our Engagement Letter will set out either our agreed fees or the basis on how we will calculate our fees. In contentious Matters, such as litigation, our fees are calculated principally by reference to the time spent by us in providing the Services at the fixed hourly rates applicable to the relevant staff. In non-contentious matters, such as buying and selling of properties, our fees are generally fixed at the outset of the transaction.

We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.

The fixed hourly rates of each of our fee earners are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect. In addition, please be aware that our hourly rates are based on levels of experience and the hourly rates of our fee earners may increase according to their experience and increasing seniority - you will be informed if this is the case.

You will be responsible for paying the out-of-pocket expenses we incur in the course of providing the Services (including travel expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). Except in case of urgency, we will advise you in advance as to the amount and nature of any expenses to be incurred. We will often seek payment for such expenses in advance and it may not be possible for us to incur them until you have provided us with funds for that purpose. It is therefore important, and in some cases, crucial, that funds are provided when requested in order to avoid delay in the progress of your Matter.

VAT will be charged at the appropriate rate on all fees and expenses.

Limited Companies

When accepting instructions to act on behalf of a private limited company, we generally require a director and/or a controlling shareholder to provide a personal guarantee to discharge our fees and expenses, in the event that the company finds itself unable to do so. If such request is refused, we will be entitled to require payment on account or to stop acting and require immediate payment of our fees already incurred on a time spent basis and expenses as set out above.

Payments on Account

We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

Cyber Crime Warning Notice

Scams and cyber threats are becoming increasingly common. Please be advised that we do not notify changes to important business information, such as bank account details, by email. Should you have any doubt about the authenticity of a communication or if you receive a notice of a change of our bank account details purporting to come from R. R. Sanghvi & Co or any of our partners, solicitors or staff, please contact your solicitor or the person managing your matter, by telephone, using any of the numbers available on our website, and do not transfer any money without confirming with us first. R. R. Sanghvi & Co will not be liable if you transfer money, meant for us, to a wrong account.

Estimates and Quotations

Any cost estimates that we give you are estimates only and do not constitute an obligation on our part to carry out the work at that cost.

Sometimes, it is not possible to estimate costs in advance. It is open to you to set a limit on the costs which may be incurred without further reference to you. If the costs limit restricts the extent of work possible on your Matter, we will inform you as to the likely progress to be made within that costs limit and keep you updated.

On occasion we may provide a fixed price quotation.

The provision by us of a written quotation for work constitutes an offer by us to carry out the work at that cost but does not become a binding obligation until You accept the quotation or (where applicable) a defined part of it.

Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

Where we carry out work which falls outside the scope of a quotation which You have accepted (or of an estimate which subsequently forms part of a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:

- circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not You were aware of them/it); or
- Your, or Your agents', act or omission.

Commissions and Referrals

We will only refer, recommend or introduce You to another business where You have given us informed consent to do so.

If we receive a commission from a third party arising from work we are doing for you, we will inform You of this and credit You with the commission unless You have agreed otherwise.

7. Our invoices

Frequency of Invoices

Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees and expenses at appropriate intervals and on completion of each Matter. At the end of our financial year, we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.

There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.

You may pay invoices by cheque or electronic transfer. Please contact us directly for our bank account details. We do not accept payment in cash either from our clients direct or deposited with our bank.

Payment Terms

Interest may be charged on outstanding invoices that are not paid within the Credit Period from the expiry of the Credit Period until the time they are paid at the rate of 12% or 3% above the base rate of the Bank of England, whichever is the higher. Any debts which have to be pressed for may also incur statutory debt recovery costs.

If you do not pay any invoice by the end of the Credit Period, or the sum we have requested on account within seven (7) days (or such longer period as we may specify) of our demand, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

Joint Clients and Third Party Payments

Where we are instructed by more than one individual client, all clients in a Matter will all be liable both jointly with all other clients in that matter as well as individually for the payment of our outstanding fees.

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices to the extent that they remain unpaid by the time that they fall due.

Right to Retain Money, Documents and Property

We are entitled to keep any of your property which is in our possession, including legal and other documentation, while money is owing to us. This is known as a lien. Upon payment in full, we will return them to you at your request.

8. Interest policy

We will normally credit you with interest on any funds we hold in our client account on your behalf, in accordance with our professional rules. Interest will accrue at the rate payable by our bank on instant access deposits. This may be less than the rate at which you could have invested the money yourself. You agree that interest amounting to less than £20 will not be paid to you. Where the interest payable needs to be calculated, we will charge an appropriate fee for our time in doing so.

9. Conflict of interest

Definition

“Conflict of Interests” means a situation where either the interests of two or more clients conflict or the interests of any client conflicts with our own interests.

Similar Activities

We may act for parties engaged in activities similar to or competitive with yours.

Third Parties

Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interests.

Instructions Creating a Conflict of Interest

We may decline to act for you where accepting your instructions would create a Conflict of Interests or cause us to break an existing agreement with a third party.

Consent

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interests would otherwise exist, provided that we have the informed consent of both parties.

Cessation of Services

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a Conflict of Interests we will discuss with you how to deal with the Conflict of Interests and may be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interests.

10. Confidentiality

Our Duty of Confidentiality

We will treat any information related to your affairs strictly confidentially, save when disclosure is required or permitted by law, or you consent to any such disclosure.

We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

Your Duty of Confidentiality

Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who agree not to disclose it further) or otherwise made public except as required by law or other authority to which you are subject.

If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

11. Custody, retention and transfer of documents

We will, at your request, either during the provision or after completion of any Services, release your file to you minus any documents of ours (such as documents which we create or receive for our benefit (including our accounting records, copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes) which we have chosen to retain, provided that we are not at the time (i) exercising our right to retain documents pending payment of outstanding fees and expenses or (ii) prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of your file before releasing it, including making electronic copies.

We may agree to store wills if you so require and, if we do, we will not, without your consent, destroy any such documents. We do not currently charge for this but we reserve the right to do so upon reasonable notice to you.

We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

We will keep our file of your papers including emails and any hard copies thereof, in accordance with our data retention policy, except those that you ask to be returned to you. Our data retention policy is available to view upon request. 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 normally charge a fee for such retrieval. We will advise you of this fee in advance of the retrieval. We may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

12. Intellectual property rights

Copyright

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

Opinions from Barristers and other Third Parties

We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

If we retain a copy of any advice or opinion in this manner, we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

13. Joint instructions

Where we agree to work on a Matter for more than one client jointly, we will owe our obligations to all clients jointly. In that case, joint clients' obligation to pay our fees and out-of-pocket expenses will be joint as well as separate, so that every joint client will be responsible individually for the fees due to us and we will not be obliged to apportion our fees between joint clients unless agreed in advance and in writing).

Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a Conflict of Interests otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

If a joint client asks us to transfer documents from our file to them, we will retain our file and will supply copies of the file to each joint client, making the original documents available at one of our offices for inspection by each joint client on reasonable prior written notice. This does not apply to original documents which were delivered to us by one of the joint clients; we will deliver these documents to the client who delivered them to us.

14. Liability

We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made by us relying only upon the information and documents which you provide to us or which we obtain on your instructions.

Accordingly, such an assessment by us should only be used as one element in the making by you of any practical or commercial decision. You acknowledge that the magnitude or acceptability of a risk is a matter for you.

The Firm alone will provide the Services and you waive any right to, and agree that you will not bring, any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Partners) and of all Partners, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Partners in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the

Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of three million pounds (£3 000 000.00)

Where any loss is suffered by you for which the Firm and any other person are jointly and severally liable to you, the loss recoverable by you from the Firm is limited so as to be in proportion to the firm's relative contribution to the overall fault of (a) the Firm, (b) you and (c) any other person, in respect of the loss in question.

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

Drafts

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

Current Law

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

Communication

We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

Deadlines

We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

15. Termination

Completion of Services

An agreement between you and us for the provision of Services ends on the completion of the provision of those Services. Our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the those subsequent instructions, to a new agreement on terms then to be agreed.

Early Termination

You may terminate the provision of all or any of the relevant Services at any time by giving written notice to us.

We may also decide at any time to terminate the provision of all or part of the relevant Services by giving written notice to you. We will not do this without good reason, such as the non-payment of our fees when due, or instructions from you which conflict with the rules of professional conduct which apply to us, including our duty to the court.

Rights on Early Termination

On early termination, by either you or us, you will remain liable to pay all fees incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, and out-of-pocket expenses already incurred, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice.

16. Regulations affecting your cancellation rights: The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If you are an individual and you are instructing us for purposes which are wholly, or mainly, outside your trade, business, craft or profession, you will be considered a 'consumer' by law and will have certain statutory rights under consumer legislation. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a statutory right to cancel your instructions to us within 14 days (without giving a reason) where you have instructed us without face-to-face meeting with us (i.e. where your instructions are given to us only following email and/or telephone contact) or where your instructions are given to us at a meeting between us other than at our offices).

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

To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (for example, by way of a letter sent by post or by e-mail) using the contact details in our Engagement Letter before the cancellation period has expired.

Where you have asked us to commence work within the 14-day period within which you may cancel our instructions and you then exercise your right to cancel within that period, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. If you exercise your right to cancel, subject to any costs you are liable for as set out above, we will reimburse any payment received on account from you without undue delay and within 14 days after the day in which you informed us of your decision to cancel

17. General: Money Laundering Regulations / The Proceeds of Crime Act 2002

In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm:

R R Sanghvi & Co is the data controller;

Rohit R Sanghvi is the nominated data protection officer.

To comply with anti-money laundering and counterterrorist financing requirements, we will ask you for proof of your identity and may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed, and we may not be able to continue to act for you.

We make checks using such online electronic verification systems or other databases as we may decide to utilise in order to comply with our obligations under anti-money laundering and counterterrorist financing regulations.

We will only process any documentation or personal data received from you for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

Due diligence in relation to individuals

If you are an individual and a new client or an existing client who has not previously supplied the required information, you are requested to supply both of the following: one item from List A and one item from List B.

Please note we require certified copies if you send these by post or email. If you bring the original documents to our offices, we will make copies at our offices and be able to certify them for our records).

LIST A (Proof of Identity):	Current fully signed Passport Current full UK Photocard Driving Licence.
LIST B (Address Verification):	List A Current full UK Photocard Driving Licence, if not used for A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable. Television Licence renewal notice. Council Tax bill (provided it is fewer than three (3) months old). Recent Tax Coding Notice. Recent Mortgage Statement. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

Due diligence in relation to corporations

If you are a new or existing corporate client not listed on a regulated market which has not previously supplied information, we will require the following:

- Company / organisation full name;
- Company or other registration number;
- Registered address and, if different, principal place of business address;
- Articles of association or other governing documents;
- Names of the Board of Directors or members of your management body and its senior management;
- One item from List A and 1 item from List B above for an officer of the corporate body
- Written confirmation from the corporate body that the instructing individual is authorised to act on its behalf.

Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect the existence of proceeds of crime when performing any Services for which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made or might make, or intend to make, such a report.

We may terminate the provision of any Services to you or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

The beneficial ownership of monies held by us in our client account

The anti-money laundering guidance which UK banks and other financial services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account.

The JMLSG does not require banks to routinely identify the beneficial owners of law firms' pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on condition that this information is available upon request. In the event that our bank requests information about the beneficial owners of our pooled client account, we have a legal obligation to disclose, and will therefore disclose, any information we have gathered as part of our client due diligence to them.

R R Sanghvi & Co will not in any circumstances accept any instructions relating to intended or potential tax evasion, or the facilitation thereof, whether committed by or facilitated by a client, personnel or associated persons/companies.

Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We have a written equality, diversity and inclusion policy to ensure that discrimination and harassment are prevented, and that equality, diversity and inclusion are promoted.

We will not discriminate in the way we provide our Services to you or in the way we instruct third parties.

Financial Services and Insurance Mediation

We are not authorised by the Financial Conduct Authority and if during the course of your matter, you need advice on investments, we advise you to consult a professional adviser who is so authorised. 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. The scope of our contract with you, however, does not and will not include giving you advice on the merits of entering into particular investments.

We are also included on the register maintained by the Financial Conduct Authority so that we can carry on certain limited insurance advice activity, broadly those activities which involve advising on, selling and the 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/firms/financial-services-register

If you have any problem in respect of such services, please let us know. We will try to resolve any problem quickly. If for any reason we are unable to resolve the problem between us, the SRA provides a complaint and redress scheme. We do not create or sell insurance products and we are not an insurance company.

18. Complaints procedure

We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure summarised as follows.

If you have any complaint or observation (good or bad) about our service, please let us know.

Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.

If this does not resolve it satisfactorily, tell the Supervising Partner responsible for your case.

If this still does not resolve it satisfactorily, contact Rohit R Sanghvi, the Partner nominated by the practice to ensure prompt and thorough investigation of any complaint.

If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. You will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known that there are grounds for complaint.

However, please note that from 1 April 2023 these time limits are changing. From the 1 April the Legal Ombudsman expects complaints to be made to them within a year of the date of the act or omission about which you are concerned or within a year of you realising there was a concern. The requirement to refer your concerns to the Legal Ombudsman within six months of our final response to you remains the same.

The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk

A complainant to the Legal Ombudsman must be one of the following:

- An individual;
- A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- A charity with an annual income less than £1 million;

- A club, association or society with an annual income less than £1 million;
- A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

You may also have the right to object to your bill by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974. Please be aware that the Legal Ombudsman may not consider a complaint about a bill if you have applied to court for an assessment of it.

Nothing in these Terms of Business shall prevent you at any time from referring any Matter to the SRA who are for the time being charged with the regulation of solicitors.

A copy of our full complaints procedure is available on request.

19. Quality standards

In order to ensure that the high standards we set for ourselves are maintained, we will commission or be subject to periodic checks by external assessors. This could mean that your file may be selected for checking/auditing. Where this happens, we take every possible precaution to protect your personal information. All inspections are conducted in confidence and all external firms and organisations working with Us are themselves required to maintain confidentiality in relation to any files and papers that are audited/checked by them. Your files(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of Our business, the acquisition of another business or the acquisition of a new business. Again, we take every possible precaution to protect your personal information. Please contact us if you would like us to explain this further.

20. Conveyancing Quality Scheme

As part of our continuing commitment to providing a high quality of service to all our clients, R R Sanghvi & Co maintains accreditation with the Law Society's Conveyancing Quality Scheme (CQS). This means that there are professional obligations, contained in the Law Society's Conveyancing Protocol, and agreed to by all those approved by CQS, and designed to ensure a swift and transparent conveyancing process, which apply to any residential property transaction. We are obliged to meet certain standards to ensure (i) we meet our duties to our lay client and to our lender clients where we act for them both; (ii) we take action to prevent fraud in the conveyancing process; (iii) we deal with your buyer/seller in a fair and honest manner (which includes not withholding relevant information); and (iv) we respond to the other side promptly or in accordance with agreed timeframes. All obligations under the Protocol are subject to overriding client confidentiality obligations and our obligation to act in your best interest.

The audit procedure laid down by CQS may require examination of clients' confidential files from time to time under strictly controlled circumstances and only by duly appointed and qualified individuals.

By accepting our terms and conditions, you agree that we will act in accordance with the terms and spirit of the Law Society Conveyancing Protocol. This includes consent to the disclosure of your confidential file if necessary, although your consent may be withdrawn by you by prior written notice to us at any time.

Acting for your lender in conveyancing transactions

Sometimes we also act for your lender or mortgagee in the transaction. In these circumstances, the lender or mortgagee will be our client independently of you. This means that we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, to the property in question and to your proposed purchase of it, including (but not limited to) any gifts, cash back payments or discount schemes that a seller or other party is giving to you. This will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction, and changes to the purchase price. If a conflict between your interests and those of your lender arises, we are required to cease acting for your lender in the Matter and in some instances, we may be required to cease to act for you as well.

21. Disclaimers

Tax

We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or on the likelihood of them arising.

Property Transactions

Accompanying our letter of engagement is a schedule of steps which you and we will take to carry the transaction to a successful completion. We will not take certain steps, and not give certain types of advice, because they are outside our expertise to take and give.

Without prejudice to the generality of the matters which we will not address as set out in that schedule, we will not:

- I. advise you on the planning implications of your proposed purchase, for which, if relevant, you should consult a planning expert; or
- II. carry out a physical inspection or advise you on the structure of the property which you propose to buy or sell, for which, if relevant you should consult a surveyor; or
- III. advise on the valuation of the property, for which, if relevant, you should consult a valuer;
- IV. or advise on the suitability of your mortgage, or advise on any other financial arrangements, for which, if relevant, you should consult an independent financial adviser; or
- V. advise on adverse results arising from any environmental search which we commission on your or your lender's behalf, for which, if relevant, you should consult an appropriately qualified expert.
- VI. Advise on any transactions where the Fire Safety Act 2021 and Building Safety Act 2022 apply or any issues relating to cladding or combustible material, you must consult a surveyor or fire safety expert.

22. Data protection

We respect your privacy, and we are committed to protecting your personal data. In the course of acting for you, we may receive information relating to you. Further information on how we process your personal data is available in our Privacy Policy, a copy of which can be viewed on our website at any time.

23. Provisions relating to litigation and other work in relation to disputes

Costs Risk

In litigation matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs and the successful party usually recovers a proportion of its costs from the unsuccessful party, although there is no certainty about this. You should be aware that:

- If you make an interim application to Court which does not succeed, you may have to pay the other side's costs, usually within two (2) weeks.
- If you lose the case, you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.
- Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceed sixty to seventy per cent (60-70%) of actual expenditure.
- As set out above, you will still be liable to pay our costs in full, even if the other party fails to pay the costs awarded to you by the Court.

Issues which the Court may take into account in assessing the costs payable or recoverable include:

- efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;

- the effects of Part 36 payments and offers of settlement;
- the complexity and size of the matter and the difficulty or novelty of the questions raised;
- the skill, effort, specialised knowledge and responsibility involved;
- the time spent; and
- the place and circumstances in which the work was done.

If the other side is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful.

If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

Funding

You should consider whether the legal work on which you are proposing to instruct us may be covered by a legal expenses insurance policy. These policies frequently stipulate that the insured must take preliminary advice from a panel solicitor nominated by the insurance company. In these cases, you may want to defer instructing this Firm until it is established whether or not that policy will cover advice from this Firm.

If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

Statements of Truth

Under the Civil Procedure Rules, certain documents, such as claim forms, defences and witness statements, must be verified by a statement of truth, to the effect that the party putting forward the document believes the facts stated in it are true. Making a false statement of truth is potentially a contempt of Court for which there is a possible penalty of fine and/or imprisonment.

Whilst a statement of truth can be signed by you or your legal representative, it is our policy that you should sign your own Statement of Truth.

24. Legal aid

We do not undertake legal aid work. If you believe that you may be eligible for Legal Aid then we can direct you to a firm who does undertake such work.

25. Insurance

We hold professional indemnity insurance which is adequate and appropriate for the matters we act on. Our qualifying insurers are:

QBE UK Limited whose address is 30 Fenchurch Street, London, EC3M 3BD. Our insurance policy number is Y141862QBE0122A. Our professional indemnity insurance provides a compulsory minimum level of cover of £3 million. The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.

26. 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 HSBC Bank plc The £85,000 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 £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, the FSCS 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.

27. Severability

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

28. Third Parties

The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

29. Force Majeure

Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly.

30. Law and jurisdiction

The terms on which we provide Services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts.

31. Criminal Finances Act 2017

The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.