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### **1. Introduction**

We aim to provide a quality service. Part of the ways in which we can establish your confidence in us is to make clear our obligations to you and the limits of those obligations. Please take the time to read these Terms and speak to the person who is looking after your work if anything is unclear.

The normal hours of opening at our offices are between 9 a.m. and 5.30 p.m. Monday to Thursday and 9 a.m. and 5 p.m. Friday. There is an answer phone on which messages can be left outside these hours.

Your attention is drawn in particular to paragraph 9 regarding who we may accept instructions from on this matter.

### **2. Our Aim**

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

### **Our commitment to you**

We will: -

- **Represent** your interests and keep your business confidential
- **Explain** to you the legal work which may be required and the prospects of a successful outcome
- **Make sure** that you understand the likely degree of financial risk which you will be taking on
- **Advise you** if Public Funding may be available to you
- **Keep you** regularly informed of progress or, if there is none, when you are next likely to hear from us
- **Try** to avoid using technical legal language when writing to you – tell us when we fail in this aim!
- **Deal** with your queries promptly, for example, we will always try to return your telephone calls on the same day.

### 3. Responsibility for your Work

Your contract with us is with Frederic Hall (“the firm”) which is a partnership.

Frederic Hall and the partners and employees owe you a duty to provide services under the contract with reasonable care and skill.

We will notify you if the person who will have primary responsibility for the conduct of the matter. There may, however, be occasions when other lawyers provide assistance.

If the person dealing with your matter is not available then you can always speak to his/her secretary, who will be acquainted with the matter, and leave a message, which will be attended to as quickly as possible.

### 4. Complaints

It is the aim of the firm to provide the best possible service for all our clients. If you are unhappy about any aspect of the service you receive, or about the Account, please contact the person who has conduct of your matter. If you are unable to resolve the matter with him/her please contact the Partner in Charge who will be notified to you; if you remain dissatisfied, you should refer the matter to the Complaints Handling Partner, Nicholas Price. A copy of our Complaints Policy is available on request.

If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman Service to consider the matter.

We are subject to external regulation, through which there is a dispute resolution procedure, and further guidance is available through the Legal Ombudsman Service (whose website is at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) and whose address is Legal Ombudsman Service, PO Box 6806, Wolverhampton, WV1 9WJ. 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 within 6 years from the date of the act or omission giving rise to the complaint. Alternatively, 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

## **5. Fees/Charges in general**

Our fees are charged at hourly rates according to the time spent on the matter (including letters or emails out and telephone calls in or out at a minimum of 10% of the hourly rate, and letters or emails received at a unit of 5% of the hourly rate), and the status of the person carrying out the work.

We will notify you in writing of our hourly rates (exclusive of VAT). The charges include secretarial time and postage expenses. An additional charge is made for photocopying and any other out of pocket expenses in the matter.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise which the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates, which we have quoted. Where a charge reflecting any value element is to be added we will explain this to you.

All the work undertaken on your behalf arises as the work is done. Whilst we may raise an Account monthly, quarterly or at appropriate intervals during the continuance of your instructions as agreed, nevertheless if we stop acting for you for whatever reason, you agree to pay to us all costs and disbursements incurred to the date we cease to act. If, for any reason, your matter does not proceed to completion, we will be entitled to charge you for all our work done at the normal hourly rates together with any expenses incurred but our charges will not exceed any fixed estimate/quotation, or any amendment of the quotation notified to you.

Where monies need to be transferred electronically on your behalf an administrative fee will be charged in addition to the costs charged to us by the Bank.

Interest on monies held on client account will be paid at a rate equivalent to that payable on a "designated deposit account" in accordance with Solicitors' Accounts Rules. This will not necessarily be the same rate of interest receivable from the Bank in respect of the total of Client monies held by the Firm.

The hourly rates are normally reviewed annually in May and take account of changes in salary and other overhead costs. Details of any revised rates during the continuance of your matter will be supplied on request. We will usually only write to you to notify you of the new rates in the unlikely event that these rates have increased by more than 5% p.a.

We appreciate you would like to know in advance the likely costs of your matter but, unfortunately, it is not always possible to estimate costs with accuracy. However, we will give you the best information we can by reference to a range for the whole of the work and/or a forecast of possible cost of the next stage of the matter. You may also set a limit on costs which can be incurred without further reference to you. If you would like to do so, please discuss this with the person handling your matter, so that we can agree a workable limit.

Any estimates or indications are not intended to be fixed quotations and the amount of our fees may be more or less and are given exclusive of VAT.

## **6. Charges for particular types of work**

For **residential house purchases** for your own use or **sales** we will give you a quotation which is a fixed sum (or series of sums), and we will deal with your matter as set out in that quotation for that sum. If the transaction becomes abortive our charges will be based on time spent as set out below but will not exceed the original quotation. At the time of quoting, it is probable that the only information we have about the transaction is the value. Accordingly, we reserve the right to revise the quotation where additional work is required. The quote assumes that the title to the property to be sold or purchased is not defective, there are available all Planning and Building Regulation Certificates and that on a sale you have to repay no more than one Mortgage.

For simple **Wills** or **Codicils**, we will give you a fixed sum quotation, the minimum sum for which will be based on  $\frac{3}{4}$  hour work for a single Will and 1 hour for two dealt with at the same time. Complex Wills or Codicils will be charged by quotation or hourly rate as agreed.

For **Divorce proceedings** (not including disputes involving children or finance) we will provide a fixed quotation.

In **matters that relate to proceedings before any Court (Litigation matters)** where costs become payable by another party we confirm that our cost, or hourly rate, chargeable to you (and thus the rate we may seek recovery from the other party to the proceedings) shall not exceed those set out as a Guideline for Summary Assessment by the Regional Court Service for our area or such rate as shall be allowed by the Assessment Officer. The intent being that where costs are actually met by the other party that upon receipt of such payment you will not be required to pay any additional sums by reason only of the hourly rate charged as set out in these terms. You may, however, be required to pay some contribution towards items which are not, or not fully, recoverable between the parties e.g. where our work or some expense has not been to advance the Court proceedings (often called Solicitor and own client costs), which may include e.g. time incurred in advising you, or work or expense relating to the funding of the claim, or other work on your instructions which cannot be recovered from the paying party.

In **litigation matters** please note that the amount of our charges you will have to pay may be greater than the amount you can recover from another party to the case even if you are successful on all the points that are raised on your behalf. In such a situation you will still be required to pay our charges in full.

## **7. Payment of our Account and disbursements**

We will render an Account of our charges and expenses, usually prior to completion of the transaction. Payment on a purchase will be required prior to completion. On a sale if sufficient funds are available and we have sent you an Account we will deduct our charges and expenses from the funds held. If you are purchasing with a mortgage our obligation to the lender stipulates that all sums due, including the sum due for

disbursements (e.g., Stamp Duty and Land Registry Fees), are paid prior to completion.

If, during the course of a matter, we have to make payments to third parties (e.g., Stamp Duty, H M Land Registry fees, Local Search fees, Company Search fees) we may ask you for early payment in advance to enable us to pay these third parties. Payment to third parties is referred to as 'expenses' or disbursements.

For work carried out over a long period of time, interim Accounts may be rendered. This avoids a substantial build- up of costs and assists in your budget for costs as the matter progresses. The timing and amount of interim Accounts will depend upon any agreement we have made with you (e.g. monthly) or the matter reaching an appropriate stage, or a significant proportion of the total work having been undertaken.

A final Account for our charges and expenses will be delivered at the end of the matter. You permit us to deduct our charges and expenses, whether interim or final, from any funds held by us on your behalf.

All Accounts are payable within 28 days of dispatch, and late payment will attract interest at the rate of 4% above the base rate from time to time of Barclays Bank Plc.

You are entitled to complain about your Account.

You may also have a right to object to the Account by making a complaint to the Legal Ombudsman Service and/or by applying to the Court for an assessment of the Account under Part III of the Solicitors' Act 1974.

However, if all or part of your Account remains unpaid, we may be entitled to charge interest as set out above.

Until our charges and expenses have been paid, we are entitled to retain any papers, property or money belonging to you, even if this does not relate to the matter for which the fees and expenses were incurred.

## **8. Credit/debit card transactions**

The firm accepts the payment of fees and disbursements by means of credit/debit card payments. Payment may also be made by a BACS or other direct Bank transfer to our account. Please ask for details.

## **9. Authorisation and disclosure**

You are authorising us as follows: -

Unless we hear from you to the contrary in writing, to disclose information to other parties in the conveyancing chain, including Estate Agents, if we reasonably consider it in your best interests.

We may accept instructions from either one or both of you together and either one or both of you can act as Agent for the other. If there are more than 2 of you then any one of you may instruct us as Agent for all of you unless you tick here  and limit those

instructions before signing these Terms.

To obtain your deeds, if held by a lender, and such other information as we require for the transactions.

If we are also acting for your proposed lender in a transaction, we have a duty to fully reveal to them all relevant facts about you and the purchase and Mortgage. This would include any difference between your Mortgage Application and information we receive during the transaction; any cash back payments or discount schemes that the seller is giving you.

By signing these terms, you agree that we may make such disclosures.

## **10. Extent of our Liability**

You agree that if, as a matter of law, a duty of care would otherwise be owed to you by any partner, employee or consultant of the Firm, such duty is hereby excluded and you agree that you will not bring any claim against any partner, employee or consultant of the Firm in respect of any loss or damage that you or any person or company associated with you suffer or incur, directly or indirectly, in connection in any way with any advice given to or other work done for you.

Accordingly, any claim that you wish to make can only be made against the Firm and not against a Partner, employee or consultant of the Firm.

Nothing in these terms excludes or limits:

any claim you may have against a member, employee or consultant of the Firm arising out of any fraudulent or dishonest conduct on the part of such Partner, employee or consultant.

any liability or claim that cannot be excluded under English law.

any liability or claim that cannot be excluded under any relevant professional rule or regulation.

Each Partner, employee and consultant of the Firm shall be entitled to the benefit of these provisions under the Contracts (Rights of Third Parties) Act 1999, but the Firm's Contract with you may be varied from time to time or terminated without the consent of any such person.

The limit of our liability to you in contract, tort (including negligence or breach of statutory duty) or misrepresentation is limited to £2m (being the level of compulsory insurance the Firm is required to maintain) other than in the case of fraud or reckless disregard of professional duty.

Our primary insurers are Allianz Global Corporate & Specialty SE (UK) of 71 Fenchurch Street, London EC3M 4BS The Allianz Policy Number is [P22A295241P](#).

Unless expressly agreed with you in writing, we do not accept any liability in respect of the tax consequence of any advice or any transaction conducted by us.

The Firm will not be responsible for any increased liability falling on it by reason of any limit which you may have agreed with any other adviser, or which may otherwise have fallen upon the Firm by reason of the contributory negligence of any other person against whom you do not make recovery for any reason. This is relevant in circumstances in which the Firm and other persons may be liable in respect of the same damage. In these circumstances, the Firm's liability will be limited to such sums as it reasonably ought to pay having regard to its responsibility for the damage (within the meaning of section 2(1) of the Civil Liability Contribution Act 1978) and on the basis that such other persons are deemed to have paid to you such sum as they ought reasonably to have paid

(i) having regard to their own responsibility for it and (ii) disregarding any limitation which you may have agreed with such person, any subsequent extension of your claims against that person or the fact that such person has ceased to exist. If you agree to limit the liability of such persons or if the claim against such person lapses or becomes extinguished for any reason or is not pursued by you or any such person fails to satisfy any judgment obtained by you or any such person fails to satisfy any judgment obtained by you, the Firm will not be liable to you for more than the net amount it would have paid, after allowing for the amounts you would otherwise have been entitled to recover from such persons.

## 11. Information and Confidentiality Information About You

We may use the information which you provide, or which we obtain through our dealings with you, or others for the provision of Services to fulfil our **contractual obligations** to you or the **legitimate interests** of you, ourselves and others. We may give it on a confidential basis to our Partners, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts. Further information is provided within our Privacy Policy / Statement a copy of which can be made available on request.

We may also use it to ensure **legitimate interests** in the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure this is done promptly. We believe we have a **legitimate interest** in doing this. We will always seek a confidentiality agreement with

these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

### **Our Duty of Confidentiality**

Please also refer to our **Privacy Policy** when reading this section. We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save: -

For the purpose of acting for you; or for **legitimate interest** disclosures to our auditors or other advisers or for the purpose of our professional indemnity insurance; or as otherwise required by law or other regulatory authority to which we are subject.

If you do not wish to disclose your details and file to be released, you must notify us in writing and discuss this with us when signing and returning a copy of the Client Care Letter/Terms of Business/Instructions Form/Form of Authority/other such document. We may be unable to act for you in such circumstances.

We shall be under no duty to disclose to you (or take into account in the course of providing the Service) and 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 do not disclose it further) or otherwise made public except as required by law or other regulatory 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.

## **12. Quality Standards / Vetting of files and confidentiality**

Due to our own internal quality standards and us achieving Lexcel and CQS, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this, we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if we can explain this further or to advise us if you do not want your file to be reviewed.

## **13. Money Laundering Regulation, Data Protection and Payments to our Account**

You agree to provide us with such evidence of your identity and if relevant, that of directors, partners, trustees and controllers of your company or firm and of all



connected shareholders and parties as we may reasonably require in order to comply with our obligations under the legislation and regulations against Money Laundering; the Proceeds of Crime Act 2002; Terrorism Act 2000 and Bribery Act 2010. We are required to identify people who have more than a 25% shareholding in a company or trust or business, we may also be required to identify and verify the identity of other persons such as directors or beneficial owners. We may cease to act for you if you fail to comply promptly with any such requests.

We may seek identification by way of an electronic database. Continuing to instruct us will be authority for us to undertake such checks.

It is the firm's policy not to accept cash payments in any one transaction which exceed in aggregate £1000. We require cleared funds before completing a transaction and these should be by way of banker's cheque or draft, building society cheque or bankers payment such as BACS or CHAPS. Money paid by personal cheque draft or bankers' payment must be cleared into our Client account before we can draw against it. This may delay a transaction if cleared funds are not available.

Source of funds: At the start of any matter, you **must** tell us the source of any funds you will be using if it is not from an Account, in your name, in a UK Bank or Building Society. If the source is an unusual one, such as an Account in another country, or in the name of someone other than yourself, you **must** tell us in writing and as early as possible, including the reason.

Destination of funds: Where we are to pay money out to you, we will normally do so by cheque in your favour, or into an account in your name. If instead you want us to pay surplus money out into the name of someone other than yourself, you **must** write to us and tell us as early as possible, including the reason.

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 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. We will not be liable for any consequent loss that you may suffer.

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

Frederic Hall Solicitors is the data controller.

**Jeremy Saynor** is the data protection officer.

We will only process any documentation or personal data received from you in respect of client due diligence 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.

The anti-money laundering guidance which UK banks and other finance 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 firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of our bank requesting information about the beneficial owners of our pooled client account, you agree to us disclosing your details to them.

The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

#### **14. Banking arrangements and interest payment policy**

We are required by the Law Society to inform you about the arrangements that we make for holding your money. Our bankers are Barclays Bank plc ('Barclays'). All client monies held by us are in a protected and separately nominated Client Account with our bank. Monies held for a longer duration than say one month will be held in a separate Designated Clients Account with our bank. Examples of where this may apply are in relation to balance purchase monies on a delayed completion, deposits on account of future legal fees, the accumulation of monies on a probate administration or the collection of a client's debt in instalments.

We do not carry out a banking or investment service, we only hold client monies for a specific purpose and generally only for a short period of time. We do not pay interest on client deposits that are with us for less than 28 days. We do not pay interest if the gross interest accrued is less than £50.00. Subject to the above interest will be paid on client monies at a rate 0.25% below the deposit interest rate paid by Barclays for the time being on the Client Account. Monies held longer term in a designated deposit account will attract interest on a daily rate as paid by Barclays for the time being.

In the unlikely event of a collapse of Barclays the guaranteed limit for recovery of money under the Financial Services Compensation Scheme remains £85,000 for you as an individual. So, if you hold other monies in the same bank the limit will be £85,000 in total, to include monies that we hold on to your behalf.

Please also be aware that Barclays trades under different names. The repayment limit will still be £85,000 to include monies held in accounts with that bank or other investment institute owned or operated by Barclays or of which Barclays is a member. You may wish to check with your financial adviser for more information about the ownership of your deposit accounts or investments.

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

In the event of a bank failure, notwithstanding our professional confidentiality, we may be required to provide to the Financial Conduct Authority details of monies held in our accounts on behalf of individual clients. If you do not wish us to do so, please let us know.

## **15. Financial or taxation services**

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likely hood of them arising. If you have any concerns about tax aspects, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we are not able to identify a source of assistance for you in a particular transaction, then unless we specifically say we will advise on the tax aspects we shall act on implementing your instructions on the basis that you have obtained tax advice from your own accountants or other source. In other words, we do not provide tax advice generally and if you require such advice, you must write and request our advice and we will tell you whether we have the expertise to advise or whether you should seek that advice elsewhere.

## **16. Insurance Mediation**

This firm is not authorised by the Financial Conduct Authority. We are able in certain circumstances to offer a limited range of investment services because we are regulated by the Solicitors Regulation Authority. We are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activities, 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority Web site at: [www.fca.org.uk](http://www.fca.org.uk).

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

## **17. Custody Retention and Transfer Documents**

We will, at your request, either during the provision or after completion of any Services, release to you or to your order your documents and documents held for you, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of your documents and documents held for you before releasing them, including any electronic correspondence submitted by you.

We may at any time scan, microfilm, or otherwise make electronic copies or images of any documents, including electronic documents or correspondence e.g., emails (other than documents held in safe custody), destroy the originals and thereafter hold the documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all documents whether in original, copy or imaged form for a

minimum of **eight (8) years**, after which we may destroy them and any copies or images of them. Our **Privacy Policy** has more information on our retention periods.

We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents.

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.

After completing the work, we will be entitled to keep all your papers and document whilst there is still money owed to us for fees and expenses. We will keep our file of your papers including emails and any hardcopies thereof, for up to **eight (8) years**, except those that you ask to be returned to you. We keep files on the understanding that we can destroy them **eight (8) years** after the date of the final bill (and **up to 12 years** in respect of some regulatory transfers). 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 as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. We will ask you to confirm that any personal data we have retrieved remains current and up to date if we are to act upon such data as part of our duties under Data Protection legislation.

#### **18. Termination and Regulations affecting your cancellation rights Termination:**

You may terminate your instructions to us in writing at any time. For example, you may decide you cannot give us clear or proper instructions on how to proceed, or you may lose confidence in our work. We are entitled to keep all your papers and documents while money is owing to us.

We will decide to stop acting for you only with good reason and on giving you reasonable notice.

If you or we decide that we will stop acting for you, you will pay our charges on an hourly basis to the date of termination, together with any expenses as set out in these Terms and Conditions.

#### **Regulations affecting your cancellation rights:**

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

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – i.e.: by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - i.e.: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you may have the right to cancel this contract within 14

calendar days of entering into the contract without giving any reason. The client care letter sent to you will confirm if this is applicable to your case.

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

To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g., a letter sent by post, fax or e mail). You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory. We will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g., by e mail) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

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

## **19. Equality and diversity**

Frederic Hall is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees.

Please contact us if you would like a copy of our equality and diversity policy.

## **20. Governing Law**

The relationship between us will be governed by the law of England and Wales and you agree to submit to the exclusive jurisdiction of the English Courts.

## **21. Protecting Banking Details and Email Scams**

The use of emails and the internet provide speed and efficiency. However, as you will also be aware, these can pose increased risks e.g., viruses, spam and identity theft etc.

Over the last year it is reported that 69% of UK businesses have been affected by cybercrime. Generally, instances of fraud and email hacking are regrettably on the increase and unlikely to ease into the future as those carrying out these activities are getting more sophisticated.

If you are happy to proceed with communication by email, in addition to the conditions outlined in our Terms of Business, we need to draw your attention to the following (and this list is not exhaustive):

We may require you to provide us with written details of your bank account by letter, telephone, or at the first meeting with your fee earner / adviser / case handler. Please do not send your bank details in an email.

Please be alert to instances of email hacking. You should take suitable precautions to ensure you do not expose your email account(s) to a risk of being hacked by a 3<sup>rd</sup> party. Please be alert to any signs that might indicate that your email account has been attacked.

We do not and will never provide our bank details by email to you. We ask you to be vigilant and if you receive an email informing you that we have changed our bank details to report it to us immediately so that we can investigate.

If you are in anyway uncertain, or concerned about any communication received from us, then please telephone your fee earner, or speak to one of our Partners / Directors immediately. Please do not respond to any such communication by email or take any action until you have verified the authenticity by speaking with us.

## **22. 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. The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies