

## Terms of Business

### 1. Terms of Business

Thank you for instructing Bowcock and Pursaill (“**the Firm**”) to act on your behalf (“**the Client**”). This document sets out the terms of the Firm’s retainer by the Client. This document will be referred to as the Terms of Business. References in this document to “**we**”, “**us**” and “**our**” are to the **Firm** and references to “**you**” and “**your**” are to the **Client** save where the context provides otherwise.

This document is to be read in conjunction with the personalised Client Care Letter (**the “CCL”**) and both will form the basis of our contractual relationship with you and will be referred to as the Terms (**the “Terms”**). Please read both documents carefully as they include certain exclusions and limitations of liability. Please tell us if you do not understand or agree to anything immediately.

If there is any conflict between these standard terms of business and the additional and/or revised terms, the later terms will prevail.

We reserve the right to alter the terms of this agreement because of legislative or other changes. We will notify you of the amendments in writing.

### 2. Place and Hours of Business

The normal hours of opening are between 9.00am and 5.00pm on weekdays, excluding public holidays. Our lawyers are willing to attend the offices and homes of clients if necessary and by arrangement.

We are a Limited Liability Partnership registration number OC342155 in England and Wales and our registered office is at

54 St Edward Street, Leek, Staffordshire, ST13 5DJ. Telephone number 01538 399199

2 Ridge House, Ridgehouse Drive, Festival Park, Stoke-on-Trent ST1 5SJ. Telephone number 01782 200000.

9-11 Carter Street, Uttoxeter, Staffordshire ST14 8HB. Telephone number 01889 598888.

8 Stafford Street, Eccleshall, Staffordshire, ST21 6BH. Telephone number 01785 339514.

Our Members are referred to throughout these Terms and Conditions as “principal”.

We are authorised and regulated by the Solicitors Regulation Authority under SRA Number 520647. (web-site <http://www.sra.org.uk>).

### 3. Communications Between You and Us

We pride ourselves on being approachable and will aim to communicate with you by the most appropriate method and as agreed with you.

Unless you let us know otherwise, we will assume that you are happy for us to communicate with you by email, even though we cannot guarantee that it is completely secure or confidential. We do not routinely encrypt emails. We do monitor emails for internal policy reasons.

#### **4. Scope of the Work, your obligations, and next steps**

You have asked the **Firm** to act on your behalf in relation to your legal matter. The description and scope of the work you have asked us to carry out is contained in the **CCL** known as the Retainer (“**the Retainer**”). We may later agree in writing to vary or amend the Retainer. The CCL contains important information about the Retainer we have with you and the services we will provide.

You give us full authority to act for you to the extent necessary or desirable in relation to your matter. In particular, we may engage barristers and other third parties, and otherwise incur on your behalf reasonable expenses of a type which is necessary or appropriate to incur in relation to your matter. The extent to which we will request, retain, store and/or disclose your personal data and the reasons for this, including your rights in respect of this are detailed in the Privacy Notice. **(Please see attached)**

It is important that you read all correspondence and documents received, and promptly raise any questions about correspondence and documents received.

In order to enable us to provide you with an efficient service, we ask that you provide us with clear, timely and accurate instructions and provide us with all the documentation required to progress the Retainer in a timely manner.

If you provide us with inaccurate or misleading information this may affect the Retainer and in some circumstances will prevent us from acting for you. In the event this occurs we will notify you in writing and explain why we cannot act for you. You will remain liable for any fees and disbursements incurred.

#### **5. Where the Client is not an individual**

We are frequently instructed by companies, partnerships, limited liability partnerships or other bodies other than individuals (the “**Company**”). Where this happens, our **Client** is the **Company**.

By agreeing to these terms and conditions, the Company confirms that any officer or employee representing the Company has the consent and approval to represent the Company and provide instruction to the firm in relation to this matter.

In the event The Company wishes to restrict the provision of instructions, to particular officers or employees, The Company will provide written notification of who the firm can take instructions from.

#### **6. Fees and Costs Estimate**

We normally charge for work on an hourly basis according to seniority and experience of the personnel involved, and the complexity of the matter. The CCL has provided details of our fees where fixed or has provided an estimate where it has not been possible to agree a fixed fee.

Any work done by us at your request which falls outside the scope of the work which the written agreement covers will be charged on the hourly basis outlined below. When our fees are charged on an hourly basis, our time will include, for example (and not limited to): -

- Meetings with you and others;
- Reading, preparing, drafting and working on papers;
- Correspondence and communications of all kinds sent and received;
- Telephone calls made and received;

- Travelling and waiting;
- Attending Court, including advocacy; and
- Identity Verification.

Unless agreed otherwise, all work undertaken for the benefit of the Client and/or upon the Client's instructions or request, is considered to be properly chargeable.

If we have agreed a certain rate for you, a fixed fee or any other payment arrangement then this will be specified in the **CCL**. By agreeing to our terms, you accept the rate, fixed fee or any other arrangement as set out in the **CCL**.

In some matters it may be difficult to provide an estimate of how many hours work will be necessary and how much our total fees are likely to be. We will however always provide you with an estimate based on our experience and if this needs to be amended we will notify you.

Unless otherwise stated by us in writing, all estimates that we may provide are for guidance only and not binding. Therefore, our total fees and disbursements may be more or less than the estimate.

If your case proves substantially more complex, more time consuming than expected, or your instruction change we reserve the right to increase any estimate previously given and we will notify you of the revised figure.

It is usually necessary to incur expenses (often called "disbursements"). For example: court fees, company searches, property search fees, Land Registry fees, storage fee etc. We will tell you in advance the estimated or actual amount and reason for any expense. You must pay any necessary expense before we incur the cost. Any likely expenses at the outset are set out in the CCL. If requested payments are not made promptly this may delay your matter.

We will update you on the position as to fees and disbursements at reasonably regular intervals by the rendering of our invoices and/or by way of separate communication.

Please note that the amount of time that is spent on a matter can increase substantially at certain points. In addition, in the course of a matter, issues can arise without warning that give rise to the need to take urgent action to protect your interests. We will endeavour to keep you promptly apprised of such developments but it is not always possible for us to give you as much notice as would ideally be the case, of the additional work that might be required.

Our standard charging rates are detailed in the CCL.

Unless otherwise agreed, if for any reason a matter is not completed, our fees and disbursements will still be payable in respect of the work that has already been carried out up to the date that your instructions in this matter cease, and the work necessarily incurred afterwards as part of the orderly termination of our Retainer.

## **7. Value Added Tax**

We must add value-added tax ("VAT") to the charges and certain other expenses with each bill.

At present, the rate of VAT is 20%.

Our VAT registration number is 278357221

## **8. Time Scales**

We will always seek to inform you of the length of time it will take to handle your matter from the point of instruction to finalisation. Any time frame provided is an estimate based on our experience. Where a matter is complicated, lengthy and/or progress depends on third parties then even the most careful timescale may be wrong and is beyond our/your control.

We will endeavour to keep you informed of the timescales throughout this matter, but please remember the difficulties mentioned. Do not make arrangements based on the estimate without checking with us whether it is safe or sensible to do so.

## **9. Photocopying and related costs**

On a day-to-day basis we will undertake general photocopying at our office. For efficiency we sometimes outsource larger photocopying jobs (e.g. trial bundles) to an external provider. We will charge you for photocopying at the same rates whether the copying is undertaken in-house or whether it is outsourced. We will endeavor to only undertake photocopying (whether internally or sent externally) to the extent that it is reasonably necessary for the appropriate keeping of records or otherwise for the proper advancement of your matter.

## **10. Costs Draftsman**

For certain types of matters, it may be necessary to employ the services of a Costs Draftsman. A Costs Draftsman is a specialist consultant who assists with certain aspects of a case in relation to the recovery of legal costs and in particular when a Detailed Assessment of Costs is required by the Court.

We will charge you for Cost Drafting services at the same hourly rates as ours whether the Cost Drafting is undertaken in-house or whether it is outsourced

## **11. Invoices (Bills)**

We will normally aim to invoice you monthly in arrears for our fees and disbursements, albeit we may in our discretion invoice you more or less frequently than this.

If we send you bills electronically you waive your right to receive a signed hard copy of the bill under s69(2) of the Solicitors Act 1974.

Payment to our bank account referred to on our invoices is due immediately on the issue of our invoices and in any event, strictly within 14 days of the dispatch of our invoices unless we agree in writing otherwise ("the Credit Period").

We reserve the right to charge interest at a rate of 4% over the base rate of National Westminster Bank Plc on any amounts outstanding after the Credit Period.

In the event of non-payment of any of our invoices by the end of the Credit Period, we reserve the rights:

- to decline to act any further;
- to suspend and/or to cease work with immediate effect.

In circumstances where this is necessary and appropriate, we may apply to the Court to be taken off the record as the solicitor acting in this matter. We reserve the right, in appropriate circumstances, to charge you for the time and costs incurred in taking such a step. We would, however, inform you before taking such a step.

We require payment of our invoices without any deduction or withholding or set-off on account of taxes or other charges of any nature. If any withholding is required by law, you will be responsible for paying such additional amounts as is necessary so that we receive full payment of our invoices.

If you have any query about any invoice, you should contact us straight away. Our practice is to render our invoices to you by post and/or email, at our sole discretion. If you would like us to deliver invoices to you in a different format or to a specific person, please let us know.

If you are not satisfied with the fees and disbursements invoiced in relation to the work, we undertake for you, please let us know. If we have failed to respond satisfactorily to you about the fees, you have the right under Part III Solicitors Act 1974 to have the invoices rendered by us assessed and/or complain to the Legal Ombudsman, full details of which are set by clicking the attached link. <https://www.bowcockpursaill.co.uk/complaints-procedure/>

Please note that the Legal Ombudsman may not deal with a complaint about a bill if a client has applied to the Court for assessment of that bill.

## **12. Payments On Account & Interest**

We will usually ask our clients to make payments on account of fees and/or disbursements, incurred and/or anticipated. Details of payments on account are provided in the CCL.

Any money held or received by us from the clients or on their behalf is placed into our client account in accordance with the SRA Accounts Rules.

We will notify you, in writing, before we remove any monies on account to pay any fees and/or disbursements.

We will account to you for interest on sums in excess of £10,000 held by us for at least a week. We may also account to you for interest on smaller amounts if held for longer periods and if we have agreed in writing to do so. The payment of interest is subject to a *de minimis* rule, made by the Law Society, which means that no interest will be payable if the amount involved is less than £50 per month.

We reserve the right to *off-set* and/or apply any money held in our client bank account on your behalf against our invoices providing we have given you at least 7 days' written notice of the same.

We reserve the right to ask you to make further payments on account at any future time.

## **13. Ceasing To Act**

There may be circumstances where we are unable to continue to act for you such as, but not limited to, failure to provide instructions, providing misleading instructions, non-payment of invoices or refusal to pay monies on account when requested to do so.

In the event that we are required to cease acting we will notify you in writing providing you with the details for your decision.

In circumstances where this is necessary and appropriate, we may apply to the Court (on reasonable notice to you where appropriate and practicable) to be taken off the record as solicitor acting in this matter. We reserve the right in appropriate circumstances, to charge you for the time and costs incurred in taking such a step.

We are entitled to retain and exercise a lien over monies (or other personal property) which is recovered for you, whether by judgment or by settlement agreement, in the course of litigation or otherwise, while money is owed to us.

We will only exercise a lien over monies equal to the full amount owed to us. Any surplus monies will be returned to you. If necessary, we will make an application to the Court for a charging order over the monies/property recovered or preserved by us (on the Client's behalf) pursuant to the Solicitors Act 1974. We reserve the right in appropriate circumstances, to charge you for the time and costs incurred in taking such a step.

We would, however, inform you before taking such a step. If at any time we choose to waive or abandon this right of lien, we will inform you of this expressly in writing and, absent such notification, it should in no circumstances be inferred that such right has been waived or abandoned. We confirm that we will exercise our rights as set out in this paragraph appropriately and fairly in all of the circumstances of the matter.

#### **14. The Client Account**

As already referred to, monies held in the client account are held on your behalf and will only be transferred or paid out for the purpose intended and after we have provided with you written notice.

In relation to any of your money we may hold in our client account, it is unlikely that we will be held liable for losses resulting from a banking failure.

Your money is currently protected under the Financial Services Compensation Scheme (FSCS) up to a limit of £85,000 per individual and per institution, but not per account. Therefore, if you hold other personal money in the same bank as our client account, the limit remains £85,000 in total.

Some deposit taking institutions have several brands, i.e. where they trade under different names. Clients should check with their bank, the FCA or a financial adviser for more information.

In the event of a banking failure, your acceptance of these terms and conditions will constitute your consent to this firm disclosing your details to the FSCS for the purposes of making a reimbursement claim on your behalf.

#### **15. Other Party's Fees, Charges and Expenses**

It is important for you to understand that you alone are responsible for paying the bills. In contentious matters only it may be possible that the other party will be ordered to pay your charges and expenses, but:

- Even if you are successful, the other party may not be ordered to pay all your charges and expenses or these may not be recovered in full; or
- If the other party receives public funding, you may not get back any of your charges and expenses even if you win.
- If any of the above occur, you will have to pay the balance of our charges and expenses.
- If you are successful and the Court orders the other 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 order. We will account to you for such interest if you have paid Phillips's charges and expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the Court orders the other party to pay.

In some circumstances, the Court may order you to pay the other party's legal charges and expenses. This may be at the end or during the matter. This may happen if, for example, you lose the case, or part of it. The money due to the other party is in addition to Our fees and expenses.

You may have insurance to cover our charges and expenses and your liability for the other party's charges and expenses. If not, in some circumstances it would be advisable for you to have insurance to meet the other party's charges and expenses. We can advise further on this issue where appropriate.

## **16. Complaints**

Please click here to view our complaint policy.

<https://www.bowcockpursail.co.uk/complaints-procedure/>

## **17. Client Due Diligence (CDD) including Know Your Client (KYC) and Anti Money Laundering (AML) Regulations**

We are required to make compulsory identity checks of our clients to ensure we know who we are dealing with (KYC) and in some instances, to comply with the requirement of The Money Laundering and Terrorist Financing Regulations 2019 (AML) to prevent the handling the proceeds of crime, either intentionally or unintentionally.

We will meet our obligations by asking you for documentation about You. Where applicable we will undertake an Electronic Check (AML check) which will reveal information about You. The checks we undertake do not have any impact on your credit rating.

Being asked for identification does not mean you are under suspicion.

The CCL sets out the information we require you to send to us and when, and our costs estimate will provide you with details of any fees you are required to pay for these checks.

Notwithstanding client privilege rules, it is a requirement to notify any irregularities we consider fit to the National Crime Agency (NCA). In the event of a report being made, whether appropriately or not, you agree there shall be no liability to the firm and in no circumstances will compensation become due or payable to you.

The Office of Financial Sanctions Implementation (OFSI) helps to ensure that financial sanctions are properly understood, implemented and enforced in the United Kingdom. If we find out that a person or organisation we are dealing with is subject to financial sanctions, we must immediately:

- Stop dealing with them:
- Freeze any assets we are holding for them:
- Notify the OFSI as soon as possible.

We may ask you to reimburse us for any costs we reasonably incur in complying with any disclosure requirement referred to above.

We will not be liable for loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirements.

## **18. Commissions & Referral Fees**

This firm does not have any arrangements which requires us to pay commissions, introductory fees or referral fees and we do not have any arrangement enabling us to receive any commissions, introductory fees or referral fees.

## **19. Financial Services**

When we provide services to you, we are acting as your legal adviser. We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000. Where we provide services to you in relation to a matter which involves or relates to an investment, those services may involve us in carrying on regulated investment, those services may involve us in carrying on regulated investment activities. We can undertake those activities, but only a limited basis where an exemption to that Act applies, including where those activities are closely linked to legal work we do for you.

Nothing that we say or do should be taken as advice on the merits of any investment activity (whether under the Financial Services and Markets Act 2000 or otherwise). No communication from us will constitute or should be regarded as an invitation or inducement to engage in any investment transaction or other activity or to exercise any rights conferred by any investment.

You are solely responsible for any decision you take to negotiate or enter into a proposed transaction and should do so based on your own assessment of its merits and risks. If you are in doubt over any of these matters you should seek advice from an appropriately qualified financial adviser.

## **20. 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 can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. The firms EDF reference number is LS 508374 . This part of our business, is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman.

The register can be accessed via the Financial Conduct Authority website at <http://www.fca.org.uk/firms/financial-services-register>.

## **21. Documents**

It is essential that steps are immediately taken by you to preserve any documents which are relevant to this matter whether they help or hinder your case. This will include electronic data and documents such as emails. It is essential that you stop any routine destruction of documents which might relate to this matter and that care is taken over the creation of new documents.

You should be conscious that any documents you create may be seen by the adverse parties and the Court (or other tribunal) if those documents are not protected by legal privilege. We have included information about this under cover of a separate document headed Litigation Disclosure.

## **22. Storage of Documents**

For details of file and data storage/retention please click here to view our data protection information notice. <https://www.bowcockpursaill.co.uk/privacy-policy/>

We will not destroy documents that you ask us to deposit in safe custody although we reserve the right to charge you a reasonable fee for recovering your files from storage and/or for keeping them in safe custody after 7 years.

## **23. Auditing of Files and Systems**

External firms or organisations may conduct audits or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.



As a result of this, we are, or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking. All inspections are, of course, conducted in confidence. If however you object to this, then please let us know and we will mark your file(s) as “not to be inspected”.

#### **24. Service of Documents**

We may serve on you any formal document(s) or notice(s) related to our engagement by you at the physical address shown in the CCL or by email.

Where documents are served by email, they are deemed to be received by you as at the time of sending (irrespective of whether in fact received and the time of actual receipt).

Where documents are sent to your physical address by post they are deemed to be received by you at the time of actual receipt or, if earlier, the lapse of seven business days from the date of posting.

#### **25. Copyright & Intellectual Property**

We retain the copyright and all other intellectual property rights in all documents provided to you. You are granted a non-exclusive licence to use such documents for the purpose for which they are provided but not otherwise.

We may retain for our subsequent use a copy of any advice or opinion of any barrister or third party given in written form (or any note of any advice or opinion) obtained in the course of providing services to you.

#### **26. Confidentiality**

We will put your interests first and protect your confidentiality at all times, other than where our legal or professional obligations specifically require otherwise expect as set out in section 17.

We may disclose information to third parties with your prior consent or where that information is already in the public domain. If it is in the scope of your instructions to do so, we may also disclose information to our insurers or otherwise in accordance with our professional rules.

Any advice we provide is for your benefit alone and should not (without our consent) be disclosed to and may not be relied upon by any third party.

#### **27. Joint Instructions**

Where we agree to work on a matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the provision of services will be several (save for obligations to pay money to us, which will be joint and several).

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 doing so by virtue of our duty of confidentiality.

If any joint client ends this permission during the provision of services or if a conflict of interest 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.

#### **28. Payments**

We do not accept cash payments in excess of £1000 or personal cheques in excess of £500. When we have to pay money to you, it will be paid by cheque, BACS or Telegraphic Transfer and not in cash to you or to a third party.

### **29. Professional Indemnity Cover**

In the interests of clients, we maintain professional indemnity insurance in accordance with the SRA Indemnity Insurance Rules with:

1. AEGIS Managing Agency Limited on behalf of Aegis E&O Consortium 4894
2. Probitas Managing Agency Limited (Syndicate PBS 1492)
3. Liberty Managing Agency Limited (Syndicate LIB 4472)
4. Aspen Managing Agency Limited (Syndicate ASP 4711)
5. Canopus Managing Agents Limited (Syndicate CNP 4444)
6. Hardy (Underwriting Agencies) Limited (Syndicate HDU 382)
7. W R Berkley Syndicate Management Limited (Syndicate WRB 1967)
8. Asta Managing Agency Limited (Syndicate EVE 2786)

The policy applies to any claim arising or made against us anywhere in the world where legally permissible. Details of the limits of the level of each claim covered can be provided on request.

### **30. Service Standards**

We will update you regularly by telephone, email, SMS text message or letter with the progress of your matter and inform you if we anticipate that the costs being incurred may exceed the estimate, or if the timescales are likely to change. We will review your matter regularly and advise you of relevant legal issues and of any circumstances and risk of which we are aware or consider to be reasonably foreseeable that could affect its outcome.

It is of the utmost importance that you keep us informed if you change your address, telephone number or email address as soon as possible.

### **31. Conflict of Interest**

A conflict of interest may arise where:

- We owe (or, if we accept your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter, and those duties conflict, or there is a significant risk that those duties may conflict; or
- Our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or
- We have confidential information in relation to a client or former client, and you wish to instruct us on a matter where that information might reasonably be expected to be material and you have an interest adverse to our other client or former client (for the purposes of this paragraph “you” does not include associated entities).

We may act for parties engaged in activities similar to or competitive with yours, but we will not act for a third party in relation to the same matter if there is a conflict of interest between that third party’s interest and your interests.

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

Where our professional rules allow and subject to satisfying the requirements of those rules (for example implementing an information barrier), we may act for you and another client where a conflict of interest would otherwise exist provided that we have the consent of both parties. We do not require your consent to act against an associated entity.

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 interest, we will discuss with you how to deal with the conflict and may be obliged to stop providing services to you and/or to all other clients affected by the conflict of interest.



### **32. Limitation of Liability of the Firm and its Principal, Employees, Servants and Agents**

We will only owe a duty to you, the client, and we will not be representing any parent companies, subsidiaries, affiliates, officers, directors or employees of the client, and those other entities or individuals will be deemed to have separate interests from you with respect to this matter and any future matter.

The Firm is wholly and exclusively responsible for the work carried out by its principal, consultants, employees, servants and agents on its behalf and you acknowledge and accept that none of the Firm's employees, servants and agents, consultants and principal incurs any obligations and/or liabilities towards you in respect of any work.

To the maximum extent permitted by law, none of the Firm's principal, employees, servants and agents shall have any personal liability for any matter arising out of or connected to the Terms of Business and/or the Retainer whether arising in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise and you waive any such claim which may arise and you further accept and agree that you shall not bring any claim against any of the Firm's principal, employees, servants and agents.

Save in cases of fraud or reckless disregard of professional obligations, the aggregate liability of the Firm to you in respect of the Terms of Business and the Retainer and howsoever arising (whether for breach of contract, negligence, misrepresentation, breach of statutory duty, tort or otherwise) is limited to the lower of:

- £2,000,000 for any claim (which sum also represents the full extent of the Firm's cover under the Firm's professional indemnity insurance policy); or
- any loss caused directly by the Firm (thereby excluding all indirect and/or consequential losses) subject always to the Firm's liability not being below the minimum level of liability prescribed by the Law Society of England and Wales / the Solicitors Regulation Authority from time to time, in which event the Firm's liability shall be limited to the minimum level of liability prescribed by the Law Society of England and Wales / the Solicitors Regulation Authority.

Save where imposed by law, we do not accept any responsibilities for third parties we may engage with in connection with services that we provide to you pursuant to our retainer, this matter or anything connected to this matter.

We exclude any liabilities for such third parties, and you agree to this. To the extent that notwithstanding this provision the law imposes on us a responsibility to third parties, our liability for them shall be limited in accordance with this clause.

You agree to indemnify us against any claims, liability or expense which we incur or are legally obliged to pay as a result of acting for you, except to the extent that such liability or expense is caused by our negligence, fraud or reckless regard of our professional obligations.

### **33. Right to Cancel**

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply to this matter. This means you will have the right to cancel your instructions to us within fourteen days without giving any reason. We will inform you in our engagement letter if this is applicable for your matter.

The cancellation period will expire fourteen days after the date of our initial communication with you.

To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or email) using the contact details on our letter.



To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you requested us to begin work on your matter during the cancellation period, we reserve the right to ask you to pay us an amount which is proportionate to what has been performed until you have communicated to us your cancellation, in comparison with the full coverage of the retainer.

### **34. Termination**

You may terminate your instructions at any time and must inform us in writing. If there is good reason, we may decide to stop acting for you and terminate the Retainer see section 13.

We will give you reasonable notice that we will stop acting for you. If you or we decide that we will stop acting, you will pay our charges and expenses on an hourly basis as set out above.

### **35. Privacy Policy**

We are committed to protecting your personal information and respecting your privacy.

Our Privacy Policy is attached or click here to view our privacy policy.

<https://www.bowcockpursail.co.uk/privacy-policy/>

### **36. UK GDPR and Data Protection**

The UK General Data Protection Regulation (GDPR) which sits alongside The Data Protection Act 2018 (DPA 2018) requires us to advise clients how we use and control their data. Full details of our compliance with these regulations and how they impact on you can view by clicking this link <https://www.bowcockpursail.co.uk/privacy-policy/>

### **37. General**

The Terms of Business and the CCL (Retainer) as set out in the letter are governed by English law. You irrevocably agree that the Courts of England and Wales are to have exclusive jurisdiction to resolve any dispute that may arise out of or in connection with these Terms of Business and the Retainer and accordingly, that any suit, action or proceedings must be brought by you in such Courts. Nothing contained in this paragraph shall limit our right to take proceedings against you in any other Court of competent jurisdiction.

If any of the clauses contained within the Terms of Business should be found to be unenforceable or invalid by a Court, such findings shall not affect the validity of any other right or clause within the Terms of Business.

Any variation or change to the Terms of Business must be agreed in writing by us and you.

The Terms of Business, CCL and all attachments represent the entire understanding of and constitutes the whole agreement in relation to the subject matter and supersedes any previous agreement between us and you with respect thereto to the maximum extent permitted by law. The Terms of Business exclude any warranty, representation condition or other undertaking whether implied at law or by custom, usage or course of dealing.

In the Terms of Business "we", "our" and "us" means the Firm but not any firm or affiliated entity with whom we have an association, and references to individuals are to partners (members of the LLP) or employees of the Firm.

It is agreed that these Terms of Business may be enforced and relied upon by the Firm's partners, employees, servants and agents pursuant to the Contracts (Rights of Third Parties) Act 1999.



The above is provided both for your own information and in compliance with our professional obligations. Accordingly, if you would like us to carry out the work for you, we will regard ourselves as acting for you when we receive your signed copy of the Instructions to Act form.

You will be deemed to have accepted the Terms and Conditions if following your receipt of this letter, you instruct us to undertake work on your behalf, whether you signed the Instructions to Act form.