



TERMS OF BUSINESS

M&S Solicitors Limited is a private limited company incorporated in England and Wales.
Registered Number: 0454026.
Registered Office: 20 Newton Road, Heather, Leicestershire, LE67 2RD.
Authorised and regulated by the Solicitors Regulation Authority - SRA
Number is 369431.
www.mslaw.co.uk

CONTENTS

	Page No.
1 Introduction	1
2 Provision of Legal Services	1
3 Fees	2
4 Interest on Funds held for You	7
5 Lien	8
6 Commission	8
7 Raising Queries or Concerns with Us	8
8 Files and Documents	9
9 Money Laundering	9
10 Financial Services and Insurance Mediation	11
11 Electronic Communication	12
12 Credit Searches	13
13 Liability	13
14 Confidentiality	16
15 Data Protection	16
16 Conflicts	18
17 Termination	18
18 Notice of the Right to Cancel this Contract	18
19 Applicable Law and Jurisdiction	19
Cancellation Notice	20

1. **INTRODUCTION**

- 1.1 We, M&S Solicitors Limited, are a private limited company, registered in England and Wales with company number 4540260 and our registered office and address for correspondence is at 20 Newton Road, Heather, Leicestershire, LE67 2RD. We may also be contacted by telephone on 01530 266 000, by fax on 01530 266 020 and by email to the person you usually deal with.
- 1.2 We are authorised and regulated by the Solicitors Regulation Authority (“SRA”). Our SRA Number is 369431. You can find a copy of the SRA Handbook, which includes the SRA Code of Conduct 2011 (“the SRA Code”) at www.sra.org.uk/handbook, which regulates our activities and is binding on us and enforceable against us.
- 1.3 Our VAT registration number is 799 8101 72.
- 1.4 Further information about us, including details of our current professional indemnity insurance, may be found by visiting our website at www.mslaw.co.uk

2. **PROVISION OF LEGAL SERVICES**

Terms governing our services

- 2.1 These terms apply to all the work we do for you unless we agree otherwise in our engagement letter or until we accept a new instruction from you on the express basis of other or varied terms.
- 2.2 In the event of any conflict between these terms and any provision set out in our engagement letter, our engagement letter shall prevail. You will be considered to have accepted these terms and our engagement letter if you instruct or continue to instruct us after receiving them.

Our Duty of care

- 2.3 The law requires us to carry out your work with the reasonable care and skill that you can expect of a competent solicitor. In order to carry out our services in a prompt, effective and professional manner, we shall require your full cooperation and assistance throughout the matter. This may include the provision of information and documents requested by us, your compliance with any applicable timetables or time limits, the provision of prompt instructions by you and prompt settlement of our invoices (see paragraph 3.12 below).
- 2.4 Our duty of care is to you as our client and does not extend to third parties. Advice given by us is provided on the basis of the instructions to which it relates and is for

your benefit only. Our advice may not be used or relied upon for any purpose other than the purpose for which it is specifically given and may not be used or relied upon by any person other than you without our prior written consent.

Scope of our services

- 2.5 The services we provide in relation to any matter will be described in the engagement letter or will otherwise be agreed between us at the outset of the matter. Our services will not include advice on tax related issues or the tax implications of any transaction, nor on pensions or pension related issues, unless expressly set out in the engagement letter or agreed in writing during the course of a matter.

Authority to instruct us

- 2.6 Unless instructed otherwise, we shall assume that all of your employees, directors, officers and representatives who give us instructions are authorised to do so and that we may act on their oral instructions. If you instruct us as agent for a third party, or purport to do so, you warrant that you have the actual authority of that third party to do so.

Transfer of Engagement

- 2.7 We reserve the right to assign our rights and obligations under these terms and our engagement letter to any business which is a successor to our business (or a part of it).

Variation

- 2.8 We may change these terms from time to time but not to your detriment. No variation to the engagement letter or these terms shall be binding on us unless agreed to by us by a Director in writing.

FEES

Terminology

- 3.1 By way of explanation, when we refer to:
- 3.1.1 "**fees**" we mean our charges for carrying out your instructions;
- 3.1.2 "**disbursements**" we mean sums which we pay or are liable to pay to third parties on your behalf or in the course of providing our services to you; and
- 3.1.3 "**expenses**" we mean our internal costs incurred in providing our services to you.

Basis of charging fees

- 3.2 Except for certain types of transactional work, we usually charge for our services according to the time we spend on a matter. Our engagement letter sets out the relevant current hourly charging rates. These rates are reviewed periodically. Our rates do not include VAT, disbursements or expenses, which will be added to our invoice.
- 3.3 Time spent on a matter will include (but not be limited to) meetings with you and/or others (including time spent travelling to and from meetings), attendance at Court (including time spent travelling to and from Court and waiting at Court), considering, preparing and working on papers, documents and correspondence, making and receiving telephone calls and research.
- 3.4 In common with many law firms, we usually record time in units of 6 minutes.
- 3.5 If a transaction does not proceed to completion, a charge will be made for the work already carried out on a time basis, but not exceeding the estimate of the likely overall costs given to you had the transaction completed unless otherwise agreed in writing. VAT will be payable on this amount and any disbursements and expenses incurred will also be charged to you.
- 3.6 Where the work is particularly complex, very urgent, of substantial value or required to be undertaken outside office hours, and in some other special instances, we may charge more than the time-based fees in order to reflect these special factors. In doing so we will give you as much information as possible in advance of undertaking such work.
- 3.7 In certain cases, we may agree a fixed fee with you (which will be exclusive of disbursements, expenses and VAT) in which case we will set out in writing the scope and nature of the work to be undertaken within the fixed fee. We shall do so on the assumption that the matter will proceed normally and in the manner discussed with you when the fixed fee is agreed and we reserve the right to review the fixed fee if the matter proceeds differently or becomes protracted for reasons beyond our control.

Payments on account

- 3.8 In most matters, we ask clients, at the outset, for a reasonable sum in advance on account of our fees, disbursements and expenses. Requests for payments on account may also be made periodically during the course of the matter. We shall also ask for payments on account where we are required to give an undertaking (which may bind the firm) to pay the fees of third parties. Total fees, disbursements and expenses

may be greater than any payment made on account. If you fail to pay us promptly any amount required we shall be entitled to stop acting for you.

Disbursements

- 3.9 If we incur disbursements on your behalf you will be liable to pay them. You may be required to put us in funds before we incur them; this particularly applies where we need to instruct other professionals (for example, barristers, expert witnesses, enquiry agents or overseas lawyers), pay official fees or carry out searches on your behalf.

Expenses

- 3.10 We shall also be entitled to recover from you expenses such as outgoing international telephone calls and fax transmissions, video conferencing, courier charges, travelling expenses (including local travel), the cost of obtaining any necessary law reports and the cost of using on-line legal databases. In particular:

3.10.1 We may in the course of dealing with your matter produce photocopies which we shall charge to you at our then current rates (which for black and white A4 is currently up to 20p per sheet, depending on volume) plus VAT.

3.10.2 We shall charge £23 plus VAT for each automated transfer of monies made on your behalf or such other charge as our bank would charge for a bank initiated automated transfer.

3.10.3 If we are obliged to pay over-time to our non-fee earning staff on a particular matter for you, we shall be entitled to recover such over-time payments from you. In doing so, we shall give you as much information as possible in advance of undertaking such work.

Invoices

- 3.11 We will usually submit invoices to you at regular intervals for the work carried out during the course of a matter. Any such invoice will not necessarily be the only or final bill for fees, disbursements or expenses incurred during the period to which the relevant invoice relates.

- 3.12 Our invoices are payable immediately on receipt.

- 3.13 We reserve the right to stop work on a matter and refuse further instructions from you where an invoice is not paid immediately on receipt by you. If we propose stopping work in these circumstances we shall notify you and, wherever possible,

discuss it with you before stopping work.

- 3.14 If all or part of an invoice remains unpaid for more than one month, we reserve the right to charge interest on the outstanding amount at the rate applicable to judgment debts or at the rate of three per cent above the Bank of England base rate, whichever is higher from time to time.
- 3.15 Our invoices are payable in pounds sterling, and overseas clients are required to pay by bank transfer to our bank in England in accordance with details we shall supply. You will be liable for any bank charges so incurred and such charges should be included in your remittance.

Your Statutory Rights in Relation to your Bill

- 3.16 You are entitled to complain about your bill. We have a procedure in place which details how we handle complaints which is available to you upon request. If you are not satisfied with our handling of your complaint, you may be able to ask the Legal Ombudsman to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. See further paragraph 7 below. You are also entitled to object to the bill by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974. The Legal Ombudsman may not consider a complaint about the bill if you have applied to the Court for assessment of the bill. If all or part of the bill remains unpaid we may be entitled to charge interest as specified above.

Responsibility for our fees

- 3.17 In all circumstances you are responsible for paying our fees, disbursements and expenses, whether or not a third party has agreed, or been ordered by a Court or arbitrator, to pay them.
- 3.18 In the event that you are our client in relation to a matter together with any other person or entity, you and it/they will be jointly and severally liable to pay our fees, disbursements and expenses (i.e. we can claim the full amount from any or all of you).
- 3.19 When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of our fees, disbursements and expenses. If such a request is refused, we will be entitled to stop acting and to require immediate payment of any such amounts then owing.

Award of costs (contentious matters)

- 3.20 If we are acting for you in a contentious matter and you are successful, the Court or arbitrator may order another party to pay all or part of the costs you have incurred. You should be aware that even if you are successful, the party who is ordered to pay all or part of your costs may not, in the event, be capable of paying them. It is also important to understand that there is usually a shortfall between the costs payable by another party and the actual costs incurred. You will still be liable to pay us the full amount of the fees, disbursements and expenses on receipt of our invoice; any sums subsequently recovered from the other party will be credited to your account when received. If the other party is legally aided, you may not recover any of your costs and expenses, even if you are successful.
- 3.21 You should be aware that in certain types of proceedings, such as in matrimonial cases, employment tribunals or claims under £10,000, it is normal that neither side to a dispute is awarded any costs regardless of who wins, except in certain limited circumstances (usually when the conduct of one of the parties is called into question).
- 3.22 You will also be responsible for paying the fees, disbursements and expenses of seeking to quantify and recover costs that a Court or arbitrator has ordered the other party to pay, or as a result of any agreed settlement.
- 3.23 In some circumstances (for example if you lose the case) the Court or arbitrator may order that you pay all or some of the costs of the other party/ies. This will be payable in addition to our fees, disbursements and expenses.
- 3.24 If you are unsuccessful in an an interim application prior to trial, the Court or arbitrator is likely to assess the successful party's costs and order their payment usually within 14 days. You will be responsible for payment of the assessed costs. Failure to pay may prevent you from continuing your case.

Information about the cost of our services

- 3.25 We will give you the best information possible about the likely overall cost of a matter both at the outset and, when appropriate, as the matter progresses. We will also discuss with you how you will pay for the costs and consider with you alternative funding options, including in particular in appropriate cases, whether you may be eligible and should apply for public funding (Legal Aid), and whether your own costs are covered by legal expenses insurance or may be paid by someone else such as an employer or trade union.

4. **INTEREST ON FUNDS HELD FOR YOU**

- 4.1 If we hold money for you, it will be held in a client account of a bank or building society in England & Wales in accordance with the SRA Accounts Rules 2011. Unless you instruct us in writing to the contrary, it will be immediately available and will be held together with other client money in our general client account. It will be clearly identifiable in our records as held for you and for the specific matter on which we are instructed.
- 4.2 Provided we have dealt with such money in accordance with the SRA Accounts Rules 2011, we shall have no liability to you arising from any loss should a financial institution at which we place client money become insolvent or otherwise be unable or fail to meet its obligations. If you wish to obtain information on the operation and extent of the Financial Services Compensation Scheme, please see their website at www.fscs.org.uk.
- 4.3 Unless otherwise agreed with you in writing, we will account to you for interest on money held in our client account, but only if:
- (a) it is held in our client account for a period in excess of 14 days; and
 - (b) the amount of interest calculated by us in respect of it exceeds £50.
- 4.4 We will not account to you for interest where money is held for you because of any delay in you presenting a cheque we have sent to you, and you agree that we are entitled to charge you for the costs of cancelling and reissuing cheques to you which you have not presented. We will not account to you for interest on money held for payment of a professional disbursement where the recipient of that payment has requested a delay in settlement.
- 4.5 Where we do account to you for interest, our policy is to pay the interest rate which our Bank pays to us. That rate may not be as high as the rate obtainable by you were you to deposit those funds yourself. Rates at which we account for interest are available on request, and will change from time to time.
- 4.6 We will account to you for interest on conclusion of your matter. We will return any money we hold for you promptly after the end of your matter, unless there is a reason why we need to continue to hold it. If there is, we will let you know the amount we continue to hold and the reason. If for any reason we are unable to trace you when it is time to return money to you or if you fail to present a cheque we send to you returning monies, you agree that we may donate to a charity of our choice any money remaining held by us on your behalf.

5. **LIEN**

You should be aware that we are entitled to exercise a lien over (ie we can retain) all or any of your property, including deeds, documents and papers which we or our agents hold from time to time in respect of all amounts and liabilities due to us from you whether billed or not. If we conduct litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not in respect of such amounts. We also have a right to ask the Court to make a charging order in our favour for any assessed costs. We shall not be obliged to release such property until payment of such amounts has been received in full.

6. **COMMISSION**

There may be occasions when, if we refer you to a third party, we may receive commission from the third party. Unless we have agreed other arrangements with you beforehand, we shall credit your account with any commission we receive in accordance with the SRA Code.

7. **RAISING QUERIES OR CONCERNS WITH US**

7.1 We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact either the Matter Director or Rob Hughes on 01530 266 000 or by email rhughes@mslaw.co.uk or by post to our office. We have a procedure in place which details how we handle complaints which is available upon request.

7.2 We shall try to resolve any problem quickly through our internal procedures. It is important that you raise any concerns with us immediately they arise, as we value you as a client and would not wish to think you have any reason to be unhappy with us.

7.3 If your dissatisfaction concerns the amount of our fees, please also refer to the notes printed on the back of our invoices which explain your rights and paragraph 3.16 above.

7.4 If you are not satisfied with our handling of your complaint you may be able to ask the Legal Ombudsman, an independent complaints body established under the Legal Services Act 2007, to consider the complaint. This applies if you are an individual, a business with less than 10 employees, a charity or trust with a net income of less than £1 million, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). Normally, you will need to bring a complaint to the

Legal Ombudsman within six months of receiving a final written response from us about your complaint. You can contact the Legal Ombudsman on 0300 555 0333 or by email enquiries@legalombudsman.org.uk or online at www.legalombudsman.org.uk or by post at PO Box 6806, Wolverhampton, WV1 9WJ.

- 7.5 Alternative complaint bodies (such as Ombudsman Services at www.ombudsman-services.org) exist which are competent to deal with complaints about legal services should both you and we wish to use such a scheme.

8. **FILES AND DOCUMENTS**

- 8.1 If we retrieve papers or documents from storage in relation to continuing or new instructions, we will not normally charge for such retrieval unless special expedition is required. However, we may make a charge based on time spent producing stored papers or documents and the cost of sending documents to you or a person authorised by you. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

- 8.2 We will keep your file of papers for you in storage for at least 6 years from conclusion of your matter. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. No charge will be made to you for such storage unless prior notice is given to you of a charge to be made from a future date which may be specified in that notice.

- 8.3 Except in respect of wills, we do not as a matter of policy retain original deeds or documents, which will be forwarded to you on conclusion of a matter, unless we agree in writing to the contrary. We do not at present charge for the safe storage of deeds and other original documents, although we reserve the right to do so in the future, in which case we will give you advance written notice.

- 8.4 The copyright in all original documents prepared by us and in all our publications and practice notes is and will remain our property.

9. **MONEY LAUNDERING**

- 9.1 In order to comply with the requirements of the Proceeds of Crime Act 2002 and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 it will be necessary for you to produce appropriate evidence to satisfy us as to your identity and that of your organisation. We shall also need to

be satisfied as to the constitution of any relevant company and, if we are acting for nominees or trustees, we shall require appropriate evidence as to the identity of those persons who control the company or trust or who are the principal beneficiaries of the same. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so. If we do this there will be an extra cost of £15 plus vat for each individual searched.

- 9.2 It may also be necessary for us to be satisfied as to the source of any funds to be used in any matter or transaction on which we act for you, and to ask you to provide appropriate supporting evidence. If we ask you to provide us with such evidence as to identity or source of funds and you refuse or the evidence is not satisfactory to us, then we must terminate our relationship with you.
- 9.3 There may be circumstances where we are required to act in accordance with obligations or directions under the Terrorism Act 2000, the Proceeds of Crime Act 2002, the Serious Organised Crime and Police Act 2005, the Criminal Finances Act 2017, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and/or any Act or regulation that replaces, amends or supplements them.
- 9.4 We specifically exclude all and any liability to you for any loss, damage, expense or liability, consequential or otherwise, and howsoever caused, arising from any act or omission on our part occurring as a consequence of compliance or attempted compliance with our obligations arising under the legislation identified in this paragraph 9, other than liability for personal injury or death.
- 9.5 We are obliged to keep our financial records for 5 years from the date of the last transaction to which they relate. If, within this time, you wish to have your file or papers we must take and keep copies.
- 9.6 In accordance with SRA guidelines it is our policy not to accept cash into our client account. If this policy is circumvented by depositing cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Money due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.
- 9.7 Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception. Legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime

Agency (“NCA”). Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits “tipping-off”. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

10. **FINANCIAL SERVICES AND INSURANCE MEDIATION**

10.1 Some of our work involves investments. We are not authorised by the Financial Conduct Authority (“FCA”) and so may refer you to someone who is authorised to provide any necessary advice. However, we are authorised to provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you. This is because we are members of the Law Society of England and Wales (“**the Law Society**”) which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

10.2 We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is, broadly, the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the FCA website at www.fca.gov.uk/register.

10.3 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 SRA is the independent regulatory body of the Law Society. The Legal Ombudsman is the independent ombudsman scheme established by the Office of Legal Complaints under the Legal Services Act 2007 set up to resolve complaints about lawyers in England and Wales. If you are unhappy with any investment or insurance advice you receive from us, you should raise your concerns with either of these bodies.

10.4 We are not authorised by the FCA in relation to consumer credit services, however, we may provide certain limited consumer credit services where these are incidental to the professional services we provide. This is because we are members of the Law Society, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints about lawyers. If you are

unhappy with any consumer credit services you receive from us, you should raise your concerns with either of those bodies.

11. **ELECTRONIC COMMUNICATION**

11.1 The SRA requires that, where we communicate with clients and relevant third parties by email, we must ensure that our clients fully appreciate the risks inherent in email communications and give their express consent to the inclusion of confidential material relating to their instructions in non-encrypted email.

11.2 In many instances, email may be the easiest and most convenient form in which to communicate with you and relevant third parties. However, emails are sent over the internet, which is an insecure medium of communication as messages can pass through the hands of unregulated service providers and networks used by the internet may be vulnerable to illegal hacking or forms of legal interception.

11.3 A large proportion of any information we transmit to you by email is likely to be of a sensitive and privileged nature. Because email communications are transmitted over a public network, we cannot accept responsibility for the accuracy or completeness of the contents of emails, or any attachments, as they are received by you. We also cannot guarantee the confidentiality of email correspondence, although we make every effort to limit the potential damage that could occur from confidential communications being seen by outside parties.

11.4 In our engagement letter we ask, by reference to this paragraph 11, whether or not you consent to us communicating with you, and third parties in relation to our work for you, by email. If you give your consent, you thereby:-

- (a) consent to us communicating with you and relevant third parties by email;
- (b) acknowledge that we cannot guarantee the confidentiality of any material included in non-encrypted email; and
- (c) agree to waive any claim you may have against us with regard to the confidentiality of email communications.

11.5 If you are particularly concerned about the confidentiality of any aspect of any work we undertake for you and desire greater confidentiality than we are able to guarantee, please advise us and we shall ensure that we do not send emails relating to that particular matter.

- 11.6 Further, some employers enforce strict policies regarding personal email. If we are acting for you in your personal capacity and you ask us to use a work email address for you, we cannot accept liability for any problems that may arise with your employer as a result.
- 11.7 Where we communicate with you by email, any opinion or advice contained in our email is subject to these terms of business.
- 11.8 We use software intended to filter out unsolicited and/or undesirable emails and this may inadvertently reject legitimate emails from you or in relation to work we are carrying out for you. We cannot accept liability for any emails not reaching their intended recipient as a result of such software.

12. **CREDIT SEARCHES**

We reserve the right to conduct credit searches in relation to you at any time.

13. **OUR LIABILITY TO YOU**

- 13.1 The terms of this paragraph 13 are entirely separate from and without prejudice to the specific exclusion of liability set out under paragraph 9.4 above. We shall be liable only to you and not to any third party. We may wish to restrict our liability in certain circumstances and, if so, we will notify you in writing.
- 13.2 Any advice given by us:
- (a) may not be disclosed by you or quoted, referred to or published in any public document or publication except with our prior written consent, except that you may disclose it to your employees or agents who normally have access to your papers and records, on the basis that they will make no further disclosure;
 - (b) is strictly limited to the matters stated in it and does not extend by implication to any other matter;
 - (c) is limited to the laws of England and Wales as applied by the English Courts and is given on the basis that it will be governed and construed in accordance with the laws of England and Wales; and
 - (d) is given as at the date of communication of the advice.

- 13.3 Unless we have specifically agreed otherwise, our work does not constitute a general retainer and there is no continuing obligation. In particular, we will not be bound to notify you of any changes in the law or other changes of circumstances following the date on which the advice was given, which might affect the advice.
- 13.4 In the event that you are being advised by one or more other professionals in relation to any matter in which we are advising you and you have agreed a limitation of liability in relation to one or more of them, you agree that our liability to you will not be increased as a result of such limitation. Any liability we may have to you will be limited to that proportion of your total losses, damages, costs or expenses (after taking into account any contributory negligence on your part) as may be determined to be just and equitable having regard to the extent of our responsibility for such losses.
- 13.5 Unless expressly agreed by us in writing or provided for in these Terms, none of the terms of our engagement shall be enforceable by any third party (being any person other than us and you).
- 13.6 We shall not be liable to you if we are unable to perform our services as a result of any direction by the relevant authority pursuant to the Proceeds of Crime Act 2002, the Criminal Finances Act 2017, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and such Act or regulation that replaces, amends or supplements them.
- 13.7 You agree that we (M&S Solicitors Limited) are acting for you and which has the contractual relationship with you. Our lawyers are not providing services on a personal basis to you – they are shareholders or directors or employees or consultants of M&S Solicitors Limited.
- 13.8 No single lawyer now or in the future employed or engaged by us accepts personal responsibility to you for any advice given to you or for work that we carry out for you. Accordingly you agree not to bring a claim whatsoever of any kind (whether in contract, tort, under legislation or otherwise) personally against any such lawyer for any loss or damage that you suffer as a result of the advice or work that we provide to you. This does not affect your right to claim against M&S Solicitors Limited itself. You acknowledge that it is intended that each current and future shareholder, director, employee, consultant or agent of M&S Solicitors Limited may rely on and enforce the provisions of this paragraph.
- 13.9 **We do not accept that we have a legal responsibility to you or to others in connection with your case for any of the following losses, even if we had been told**

that you or other people may suffer them:

- (a) Indirect financial loss;**
- (b) Loss of profits or earnings;**
- (c) Loss of business opportunities;**
- (d) Loss of goodwill;**
- (e) Interruption to your business;**
- (f) Loss of expected savings;**
- (g) Increase in debt or failure to reduce debt;**
- (h) Reduction in the value of an asset; and**
- (i) Money we are holding for you being lost because of banking failure or problems.**

13.10 If we are legally responsible to you, we will pay you no more than the level of insurance cover we hold, which is £5 million.

13.11 You are not prevented from bringing any claim against us for:

- (a) Death or personal injury; or
- (b) Any other liability that we cannot exclude or restrict by law or under our professional regulations.

13.12 If you are a company, we are not responsible for advising your shareholders, directors or employees, unless they have specifically asked us to do so. If we do so, the advice will be under a separate agreement with them.

13.13 Each of our members, directors, employees and consultants is entitled to the benefit of these terms under the Contract (Rights of Third Parties) Act 1999. However, we may change or end our contract with you without their permission.

14. **CONFIDENTIALITY**

- 14.1 We shall not disclose to any other person, other than our directors, employees, consultants, agents and sub-contractors, any confidential information which we obtain as a result of acting for you, except as may be required in order to carry out your instructions or to comply with any overriding legal, regulatory or professional obligations we may have from time to time. Please see further about this under Data Protection below.
- 14.2 Sometimes, we ask other companies to do other work on our files such as photocopying or typing to ensure this is done promptly. 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.

15. **DATA PROTECTION**

- 15.1 We are registered as a data controller with the Information Commissioner's Office, which is the regulator for data protection. Information which you provide to us may be personal data covered by the Data Protection legislation and the EU General Data Protection Regulation 2018 ("**GDPR**"). We will use the information you provide us primarily for the purpose of providing legal services to you and for related purposes, which may include:
- (a) addressing correspondence and related documents to other parties and opponents in any litigation, as well as other agencies such as the courts or Government agencies where relevant to the work we are doing for you;
 - (b) updating and enhancing client records;
 - (c) analysis to help us manage our practice;
 - (d) statutory returns;
 - (e) legal, professional and regulatory compliance we are subject to, including our obligations to HMRC;
 - (f) contacting you to provide you with details of our service, sending you legal bulletins and updates and details of seminars and other events we believe may be of interest to you; and
 - (g) credit reference checks via external credit reference agencies and electronic

verification checks.

- 15.2 Our use of such information is subject to your instructions, the Data Protection legislation and the GDPR and our professional duty of confidentiality. Inevitably we may need to disclose some information to third parties and we accept your instructions on the basis that we have your authority to do so where reasonable and necessary for the purposes of dealing with any matter on which you instruct us and to comply with legal, professional and regulatory requirements. Your personal data will be stored and used in accordance with this paragraph 15 and our Privacy Policy, which is posted on our website at www.mslaw.co.uk/privacy.
- 15.3 The legal bases which are relevant to the work we undertake for you are mostly in order that we can satisfactorily perform the contract we have with you and also so that we can protect the interests of our professional indemnity insurers through maintaining suitable records. We are required by law to retain certain data including identity and address details in order that we can comply with the Government's anti-money laundering controls (see paragraph 9 above). We would need your consent to send you future marketing information, on which please see the end of our engagement letter to you.
- 15.4 We do not envisage sending any of your personal data outside the UK or the EU, except where it may be stored on a cloud database by a provider outside this area, in which cases, the relevant provider has taken appropriate steps to ensure its proper handling.
- 15.5 You have a number of rights as a data subject including the rights to:
- be informed of the data we hold on you
 - have any incorrect or out of date data rectified
 - cease to receive certain forms of communication or to restrict processing
 - take your data elsewhere ("portability")
 - object to our use of data.
- 15.6 Unlike certain other business concerns, we do not as a law firm involve ourselves in automated decision making and profiling.
- 15.7 You have a right of access under data protection legislation to the personal data that we hold about you. If you would like to make a request to know about the personal data we hold on you please let us know, preferably in writing stating "Data Subject Access Request".

15.8 If you are unhappy about the way we are managing your data, you have a right to object to the Information Commissioner at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF (tel: 0303 123 1113). Please also see your rights to complain to the Legal Ombudsman at paragraph 7.4 above.

16. **CONFLICTS**

If we become aware of a conflict of interest which prevents us from continuing to act for you, we shall inform you immediately and we shall assist you in finding new legal advisers and provide an effective transfer of the relevant matter to your new legal advisers. You agree to pay our fees, disbursements and expenses to the date of any such transfer in accordance with these terms.

17. **TERMINATION**

17.1 Subject to these terms and the terms of the engagement letter, you may terminate your instructions to us in writing at any time. In addition, a statutory right to cancel a contract with us applies where the client is a consumer only, and this is explained in paragraph 18.

17.2 We may cease to act for you only with good reason. For example, if you cannot give clear or proper instructions, if there is a breakdown in our relationship as solicitor and client, if to continue acting for you would constitute a breach of the SRA Code or if you do not pay any invoice in accordance with these terms. We must give your reasonable (in the circumstances) notice that we will stop acting for you.

17.3 If for whatever reason our relationship is terminated, you will pay our fees, disbursements and expenses in accordance with these terms.

18. **NOTICE OF THE RIGHT TO CANCEL THIS CONTRACT**

18.1 If you are an individual acting for purposes which are wholly or mainly outside your trade, business, craft, or profession, you have the right to cancel your contract with us, without reason, if you wish within 14 days starting with the day of your receipt of this Notice.

18.2 To exercise the right to cancel, you must inform us of your decision to cancel the contract by any clear statement made through any of the methods of contact that appear at the head of these terms. You may, if you wish, use the model cancellation form that you will find at the back of these terms but it is not obligatory. To cancel

within 14 days you need to send your communication to us within 14 days. We do not have to receive it within that 14 day period.

18.3 If you cancel the contract within the 14 day period and you did not authorise us to start work immediately, we will reimburse to you, no later than 14 days after the date we receive notification of your decision to cancel the contract, all payments received from you. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

18.4 If you cancel the contract within that same 14 day period and you have authorised us to start work on your matter straight away we will charge you a reasonable sum for the work we have done up to the date you cancel the contract.

18.5 If you cancel later than that same 14 day period we will charge you a reasonable sum for the work we have done.

19. **APPLICABLE LAW AND JURISDICTION**

19.1 Our relationship, as set out in these terms of business and the engagement letter, is governed by English law. By instructing us, both we and you submit:

(a) to the non-exclusive jurisdiction of the English Courts in respect of any claims brought by us; and

(b) to the exclusive jurisdiction of the English Courts in respect of any claims brought against us.

M&S Solicitors Limited



CANCELLATION FORM

To M & S Solicitors Limited by post to 20 Newton Road, Heather, Leicestershire, LE67 2RD
or by email to info@msslaw.co.uk or by fax to 01530 266020

I/We[*] hereby give notice that I/We[*] cancel my/our [*] contract
for the supply of legal services

Ordered on

Name of client(s),

Address of client(s),
.....
.....
.....

Signature of client(s) (only if this form is notified on paper),

.....

Date.....

[*] Delete as appropriate



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