

TERMS OF RETAINER

1. General

- 1.1 These are the general terms of business (“Terms of Business”) applicable to the work detailed in the accompanying engagement letter (including any attached Schedule) and sets out the scope and terms on which the services will be provided by us. These Terms of Business together with our engagement letter (the “Retainer”) set out the terms of the contract between us. In the event of any inconsistency between the engagement letter and these Terms of Business, the engagement letter shall prevail.
- 1.2 These Terms of Business will supersede and replace any prior discussions, correspondence and earlier terms of business which may have been agreed with you in relation to those matters referred to in the engagement letter. From time to time it may be necessary for us to amend or replace these Terms of Business with new terms. Where this is the case we shall notify you of the proposed changes and, unless we hear from you to the contrary within 14 days after such notification, the amendments or the new terms will come into effect from the end of that period.
- 1.3 You are deemed to have agreed to the terms of the Retainer if you continue to instruct us to represent and/or advise you in respect of the work detailed in the engagement letter.
- 1.4 If any term, or part of such term, is or becomes illegal, invalid or unenforceable in any respect, the remainder of these Terms of Business will remain valid and enforceable.

2. Scope of Work

- 2.1 The engagement letter sets out details of your instructions and for this matter the Firm will be responsible for undertaking the work referred to in the engagement letter.
- 2.2 Where we agree to provide additional advice and/or representation, we reserve the right to charge fees at our normal rate, in addition to any other fees (whether estimated, fixed, capped or otherwise) previously agreed upon, in respect of this additional advice and/or representation.
- 2.3 We have only been instructed to advice and/or representation on those matters referred to in the engagement letter. We are not therefore responsible or liable for any other work or any other matter outside the scope of work detailed in the engagement letter.

3. Excluded Works

- 3.1 Unless it is specifically agreed upon and detailed in the engagement letter, we will not consider any of the following issues, or offer any advice in respect of them:-



- (a) any advice regarding tax related issues or tax implications of any transaction or course of action;
- (b) any advice other than legal advice, including but not limited to any matters of a general commercial or investment nature;
- (c) any advice which is of a financial nature.

3.2 If you wish us to advise you on any other matters outside of the work detailed in the engagement letter, please inform us as soon as possible in writing. If we agree to advise and/or represent you in relation to this additional work we will issue you with a revised engagement letter covering the additional work.

4. You and your instructions

4.1 If your instructions and/or objectives change over time and become substantially inconsistent with your original instructions and/or objectives detailed in our engagement letter, we will with your agreement, issue a new engagement letter covering any such additional work, for which additional fees may be charged. Should you not agree with this course of action we reserve the right to terminate this Retainer.

5. Hours of Business

5.1 Our usual hours of business are between 9.00am and 5.00pm. However where necessary we may provide you with an out of hours contact telephone number.

6. Fees and expenses – basis of charging

6.1 At the outset we will agree the basis on which we shall charge you for our fees and expenses incurred during the course of the Retainer. Unless otherwise agreed in writing, our fees are calculated by reference to the time spent on the Retainer. As with most other firms of solicitors, we record time in minimum units of 6 minutes. All time spent on your retainer is recorded in this way and can include the making or receiving of telephone calls, writing letters and emails, drafting, reading or checking documents, research, waiting time, travelling or attending meetings with you or others involved in the transaction or case.

6.2 The hourly rates applicable depend upon the seniority of staff undertaking the work. Save where the letter of engagement specifies otherwise, from the period 1st April 2020 to 31 March 2021, the rates per hour charged to you are £220 per hour plus VAT.

6.3 It is our standard practice to review our hourly rates each year. You will be notified in advance should we increase them in respect of the work we undertake for you, however you will be charged at the rate applicable to when the work was done and not at any subsequent revised rate

6.4 Unless otherwise agreed by us in writing, any estimate or quotation of costs does not amount to a promise or agreement that we shall perform our services within a fixed time or for a fixed fee.

7. Payment on account

7.1 It is our policy for us to request from you payment of money on account of fees, expenses and disbursements before we start work and from time to time whilst carrying out your instruction. Where we hold money on your behalf you hereby authorise us to apply this money against any unpaid invoices whether it relates to this Retainer or any other costs due to us by you. If at any time we request money from you on account of expenses or fees and you have not paid the amount requested, we shall be entitled to cease work and, ultimately, terminate the Retainer. Where this happens we will invoice you for all other work carried out a date, including during the notice period.

8. Disbursements

8.1 Disbursements are additional costs which may arise in the course of dealing with your matter. These are monies paid out to third parties, and do not part of the profit element of the Firm's fees. Examples of disbursements include Court Fees, Land Registration fees and Bank Transfer Fees.

8.2 It is our usual practice to request that any disbursements required in dealing with matters for you is paid on account by you. Where possible all known disbursements and any payment required on account will be detailed in the engagement letter.

8.3 In the absence of agreement to the contrary, your initial instructions to us constitutes your authority for us to incur all reasonable disbursements and expenses (such as court fees, expert fees, Barristers fees and courier fees) necessary for us to provide the advice or representation to you. If, in our judgment, we consider it necessary to do so we shall consult with you before making any appointment of other such professional advisers, in order to discuss the person to be appointed and the terms of their retainer. Any appointment we do make will be on your behalf acting as your agent. Any estimate or disbursements we provide to you is subject to revision and no such estimated amount should be regarded as fixed or final.

8.4 We shall not be responsible for the services provided by any such third party engaged on your behalf unless otherwise agreed in writing. You will be directly responsible for payment of their fees and expenses irrespective of whether we have instructed them on your behalf. In some cases we may need to pay the disbursements in advance and in others we may receive their invoice afterwards. In any event you agree to reimburse us for such payments made on your behalf.

9. Expenses

9.1 Expenses (including travel, subsistence and goods and services purchased in carry out your instructions) will be added to your invoice or, at our discretion, invoiced separately. For travel, our



standard policy is to use first class rail within the UK. Any travel by vehicle will be charged in accordance with the rates recommended by H.M. Revenue and Customs from time to time and is currently 0.45p per mile. Where we remit money by BACS or similar transfer, we may charge a fee for doing so.

- 9.2 Unless specifically stated in the accompanying engagement letter, all expenses incurred on your behalf would be payable by you in any event. You will be notified in advance of any foreseeable expenses that may be incurred if, in our opinion, they are likely to be substantial.

10. Director's Guarantee

- 10.1 If we are acting for a limited company or other limited liability entity ("the Company"), the Directors (including prospective Directors) of the Company, as a separate and primary agreement by each of them with us, unconditionally and irrevocably guarantee to settle our fees, disbursements, expenses and any other liability arising under this Retainer if they become overdue for payment. Further in consideration of us agreeing to act on behalf of the Company, the Director's shall indemnify and keep us indemnified, on demand by us giving notice to any of them, against all losses, unmet liabilities, charges, costs and expenses suffered or incurred by us arising from the Retainer.

11. Credit Limit

- 11.1 We reserve the right to apply a credit limit to you. If we do so we will tell you what it is and the work or period to which it relates. An additional credit limit may be applied to you and your associates together. "Associates" include companies within the same group or having common shareholders or management, or your co-directors, partners, family members or companies associated with you. Where any credit limit is exceeded, we reserve the right to suspend all further work on your behalf (including recurring expenses) until the aggregate value of uninvoiced work and expenses and unpaid invoices for you and your associates, is reduced below the applicable credit limit.

12. Value Added Tax

- 12.1 All our fees and most expenses and disbursements referred to in the Retainer are exclusive of Value Added Tax which will be chargeable in addition at the prevailing current rate of 20%. Our Value Added Tax registration number is 945 4457 96.

13. Payment arrangements

- 13.1 All our invoices are primarily payable by you, whether or not you have an agreement or arrangement with a third party, which covers that liability in whole or in part. Where you are, for example a company, we may require one or more of your directors (or in the case of a limited liability partnership, one or more members or designated members) to personally guarantee your liabilities to



us or provide other suitable security for the payment of our fees and expenses. We reserve the right to suspend work until satisfactory guarantees or security have been provided and to terminate the Retainer if they are not provided.

- 13.2 We shall invoice you for work carried out in periods of one month unless otherwise agreed in writing. Each invoice will state the period that it covers and will be a final invoice in respect of our fees for the period specified, unless there are unrecorded fees which have yet to be recorded due to illness, travel commitments or similar unexpected or unavoidable delays.
- 13.3 We reserve the right to require payment on account of costs and disbursements and, if we incur any significant disbursements, we may send you a bill for those at any time.
- 13.3 If you or we end this Retainer for any reason you agree to pay any outstanding fees, expenses and disbursements up to that point, including those not yet billed, which in turn includes for example, disbursements for which we are yet to receive an invoice.

Third Party funding

- 13.4 Where you have told us that it has been agreed that your costs in any Retainer are to be paid by a third party (including but not limited to the Police Federation of England of Wales) we shall endeavour to obtain payment of our costs, expenses and disbursements from the said third party. However where such payment is not forthcoming or is not honoured you will remain responsible for payment of our costs, expenses and any disbursements. It is not our policy to defer payment of our charges and expenses pending attempts to elicit contributions or payments from a third party which shall at all times remain your responsibility.

Funding by insurers

- 13.5 Where you instruct us to advise you in connection with any potential litigation proceedings or any other legal matter, you should ascertain whether you are (or may be) covered by any relevant insurance in respect of your potential liability and/or legal costs and expenses. If so, you should inform us of this fact, notify the insurers of the possible claim as soon as practicable and advise them of our involvement.
- 13.6 Where you have told us that you hold a policy of insurance under which the insurers may agree to indemnify you for those legal costs incurred in pursuit of your claim it is your responsibility to familiarise yourself with the terms of your policy. For the avoidance of doubt you are solely responsible for making the application for funding under the policy. Where possible we will endeavour to claim our fees directly from the Insurers, but you shall at all times remain liable for our fees, expenses and disbursements.



13.7 Please note that it is highly unlikely that the insurers will agree to be liable for any legal costs incurred prior to them authorising cover under the policy. Therefore please be aware that you will be liable for our fees, expenses and disbursement incurred up to the point on which the insurers notify you of their agreement to indemnify you under the policy.

14. Paying our fees, expenses and disbursements

14.1 Accounts must be settled within 14 days. Interest may be charged on invoices that are not paid within that time in accordance with the Late Payment of Commercial Debts Regulations 2013 and shall commence 14 days after delivery by us of the invoice.

14.2 We accept payment by cheque, credit/debit cards and BACS. Our Bank details are of our office account are as follows:- Lloyds TSB Bank, Leeds Branch, Account Number: 01429403, Sort Code: 30-00-05. All cheques should be made payable to 'Rebian Solicitors'. Please note that we do not accept payments of cash in excess of £500.

14.3 If any element of a bill is queried, that part of the bill which is not subject to the query is to be paid within 14 days referred to at paragraph 13.1. If you have any queries on any bill, please raise them with the supervising partner as soon as possible. We may at any time apply any sums held on account against any outstanding amounts owed by you to us, whether or not the sums on account relates to any retainer where outstanding amounts are owed by you to us.

14.4 Monies due to you from us will be paid by cheque or bank transfer to an account notified to us by you but not in cash and will not be made payable to a third party.

15. Suspension of Services

15.1 If any invoice (including those for expenses and/or disbursements only) is not paid in full by the due date, we reserve the right to (a) suspend work on all instructions which you or anyone associated with you have given to us until the overdue payment is received or, (b) at our discretion, to cease to act for you.

16. Lien

16.1 Under the common law we are entitled to retain any money, papers (including your file of case papers) or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This legal principle is known as a 'general lien'. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of our costs.



16.2 If we are conducting litigation for you, we have additional rights in relation to any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for assessed costs.

17. Your money

17.1 Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by Lloyds Bank Plc, which may be subject to change. The period for interest will be paid normally runs from the date(s) when the funds are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the SRA Accounts Rules.

17.2 We are not financial advisers. We deposit client money in the client accounts with Lloyds Bank PLC which is subject to regulation by the Financial Conduct Authority. We do not guarantee the solvency of this bank and, subject to our professional roles, are not responsible for any failure is on the part of the Bank.

17.3 Please note that the Financial Services Compensation Scheme is only available to individuals and certain small businesses and the limit of compensation which can be recovered under the scheme applies, in aggregate, to all accounts held by the eligible persons in an authorised institution. Please note that individual banks covered by a parent company authorise guarantee status are together, treated as one authorised institution.

18. Distance Selling Regulations

18.1 If you are a non-business client and you have provided instructions to us but we have not met with you in person (for example by telephone, email or fax), the Consumer Protection (Distance Selling) Regulations 2000 allow you the right to withdraw from our agreement without charge within seven working days from the date of the agreement between us is concluded (which will normally be the day after you receive these Terms of Business from us). However, where we have already begun work with your consent, you will not have the right to change your mind. Your acceptance of these terms will amount to such consent.

18.2 If you decide to withdraw from this agreement you can write to us at this office or alternatively email the fee earner identified in the engagement letter.

18.3 The regulations also require us to advise you where the work is likely to take more than 30 days and for how long the fees for our work will remain valid. These details will be included within our engagement letter.

19. Non-Contentious business agreement

- 19.1 Unless we are permitted to revise our rates in accordance with these Terms of Business, by signing and returning to us a copy of the letter of engagement, these Terms of Business and the letter of engagement constitute a non-contentious business agreement under Section 57 of the Solicitors Act 1974. This means that you agree to our remuneration terms (as set out in these Terms of Business and our engagement letter(s)) and this agreement can be enforced in a like manner and grounds as an agreement not relating to the remuneration of a solicitor. This does not, however, affect your rights to have our fees and expenses reviewed by the Court.
- 19.2 Where we are retained to provide you with litigation services (i.e. contentious work) then the provisions of the paragraph 14.1 shall not apply.

20. Our Right to Terminate

- 20.1 We may decide to cease acting for you at any time and, without liability for our continuing obligations to you, terminate this engagement for but not limited to the following reasons:-
- (a) if we are unable to obtain clear and proper instructions on how to proceed from you; or
 - (b) if you give us instructions which conflict with our rules of professional conduct; or
 - (c) if it is apparent that you have lost confidence in us; or
 - (d) in the event that you commit any breach of these terms; or
 - (e) you fail to accept our advice on a material matter concerning action to be taken in respect of or in relation to the matter; or
 - (f) if our invoices (or any part thereof), whether in relation to this and/or any other matter, remains unpaid for 14 days or more after the date of invoice; or
 - (g) if you fail to comply with our request for payment on account; or
 - (h) if you do not accept any revised costs estimate which we provide to you; or
 - (i) if in our professional judgement we consider that it would be inappropriate to continue to act for you, for example due to issues of confidentiality or conflict of interest or in order to comply with the law or regulatory requirements.
 - (j) if we are not satisfied that it can continue to advise you or that it can co-operate with your instructions without defaulting on any of our professional and/or regulatory responsibilities; or
 - (k) if your instructions change over time and become substantially inconsistent with the agreement, we have with you as detailed in the engagement letter and you refuse to agree to us issuing a new engagement letter and/or additional fees which may be charged for this additional work.
- 20.2 Where we decide to terminate the Retainer we shall normally give you reasonable notice of our intention to do so, although in some circumstances we may be required to stop acting for you without warning or explanation.

20.3 Termination will not affect any legal rights or obligations which have already accrued or been incurred by either of us.

21. Your Right to Terminate

21.1 You have the right to terminate your instructions for any reason by writing to us at any time and for any reason, but we shall be entitled to retain all of your papers and documents whilst there is still money owing to us, whether our profit costs, disbursements and VAT, and, where appropriate, until we have discharged all Solicitor's Undertakings given to any third party.

21.2 If you or we decide that we shall no longer act for you, you agree to pay our outstanding fees, expenses and disbursements, including those not yet billed but incurred up to the point at which you or we terminate your instructions. Where we have acted under a fixed fee or capped fee we shall charge our costs on an hourly basis plus expenses calculated in accordance with the above paragraphs.

22. Conflicts of interest, confidentiality and disclosure of information

22.1 We owe an overriding duty of confidentiality to all our clients and former clients except where disclosure is required or permitted by law or authorised by the client or former a client. In addition, we may in some circumstances owe duties of confidentiality to other persons as well. Accordingly, you acknowledge that we shall not be required to disclose to you or use on your behalf any documents or information in our possession if to do so might be a breach of our duty of confidentiality

22.2 Before accepting your instructions we shall endeavour to ascertain that there is no confidentiality risk which, in our professional judgment, would render it inappropriate for us to act for you. By confidentiality risk we mean the risk that relevant confidential information of one client might inadvertently be disclosed to another client. If having accepted your instructions, a confidentiality risk arises, or is discovered later, we may have to give notice to terminate the Retainer if, in a professional judgment, it becomes impermissible or inappropriate for us to continue acting for you, even if the work concerned is urgent. In any of the above circumstances, the final decision whether to continue or not is ours. If we do decide to terminate the Retainer, you agree to pay our fees and expenses and any disbursements paid on your behalf, up until that date.

22.3 You agree that we may disclose confidential information to the extent that:-

- (a) such disclosure is required or permitted by law; or
- (b) such disclosure is authorised by you; or
- (c) such disclosure is permitted by the professional rules applicable to solicitors practicing in England and Wales; or
- (d) Our insurers, other advisers, regulators or law enforcement require us to provide details of any retainer or retainers on which we are acting or have acted for you.

- 22.4 In addition to paragraph 22.3, where your case is being funded by a third party or insurer (“Third Party”) we will be required to provide them with regular updates on the claim. In order to fulfil this obligation it may be necessary for us to discuss some or all of the circumstances and facts of your case with representatives of the Third Party’s at various stages of your claim. Whilst communication with the Third Party’s is likely to be advantageous to you, we are aware of our duty of confidentiality to you. Therefore if you do **NOT** want us to discuss your case, or any aspect of it, with the Third Party please notify the fee earner appointed to deal with you case immediately upon receipt of this correspondence. However, please note if you refuse to allow us to report to them as required the Third Party may refuse to fund all or part of your legal costs.
- 22.8 Where you wish us to discuss your matter with any third party (including, without limitation, spouse, relative, partner, director, shareholder) we will require you to confirm these instructions in writing before we discuss any part of your matter.
- 22.5 You will keep in strict confidence and not disclose to any third party or use, except as expressly permitted by us in writing, any report, memorandum, plan, correspondence, advice or opinion which we may give to you in the course of the Retainer.

23. Identity Checks

- 23.1 The law requires solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people related to them. To comply with the law, we need to get evidence of your identity before we are able to commence work on your behalf. Our practise is to check (a) **your passport** or your **driving license** (provided it includes your photograph) and (b) a **recent utility bill** which is in your name. Where we act on behalf of a company, in addition to the above forms of identity for any two directors, we will also require a copy of the company’s Certificate of Incorporation.

24. Data Protection

- 24.1 We will collect other personal information from you in the course of and for the purposes of providing legal services to you and for related purposes such as updating and enhancing client’s records, analysis to help us manage our practise, statutory returns and legal and regulatory compliance. Information we collect from you may include sensitive personal information about your race or ethnic origin, political opinions, religious beliefs, trade union membership, health, sexual life, criminal offences or proceedings. We may search the files of credit reference agencies to check your identity and prevent money laundering and fraud (these checks are not credit checks). In some cases, with your primary consent, we may obtain a credit check to help us make credit decisions. We may monitor or record communications to make sure we follow your instructions correctly and to supervise and train our staff.



24.2 We may disclose your information to third parties (such as barristers, expert witnesses, accountants and other professional advisors of government agencies) to enable us to handle your affairs. We may also permit third parties (such as our auditors, the Solicitors' Regulation Authority and/or the Legal Aid Agency or in accordance with paragraph 21.4) to the extent necessary to have access to your information for administrative or regulatory purposes. We will not otherwise disclose your information to any third party unless permitted or required to do so by law.

24.3 You have the right to request a copy of your information (for which we may charge a small fee) and to correct any inaccuracies in the information we hold about you. If you wish to exercise these rights or have any questions regarding our use of your personal information, please contact us at info@rebian.co.uk or at our office. For further information regarding Data Protection is available from www.ico.gov.uk.

25. Electronic storage and transfer of information

25.1 We may store any information you give us or that we obtain in the conduct of your work electronically. We may also make that information available to you (and others, where appropriate) through electronic means. We will use reasonable endeavours to keep that information secure and take appropriate technical and organisational measures against the unauthorised or unlawful processing and/or accidental loss, destruction or damage of any personal data within that information. However it is impossible to guarantee that your information will be free from every possible insecurity. You acknowledge and accept that risk in instructing us.

25.2 Unless instructed otherwise in writing we shall assume that we may communicate with you by email and that any email address provided by you to us is private and will be accessible only by you. Documents sent to you by email will not be encrypted. If you have a requirement for a greater level of security in electronic communications please notify us of this and we will endeavour to agree with you and implement a mutually acceptable email protocol, incorporating encryption standards. We use an industry standard firewall containing virus protection but cannot guarantee that all communications will be secure or free from infection and in accordance with paragraph 30 we shall not be liable for any losses you suffer as a result of any virus received from us. Such protection is periodically updated.

26. Marketing and publicity

26.1 Unless you ask us not to, we may use your information to contact you by post, email or telephone about our events and services which we feel may be of interest to you. You may ask us not to contact you or to stop contacting you at any time. Please email info@rebian.co.uk inserting 'unsubscribe' in the subject box or contact Ian Townsend our data protection officer.

26.2 Unless otherwise agreed you accept and agree, by instructing us, that we may disclose to third parties that are or have been a client in order to appraise them of the nature of work we undertaken and the

general nature of our clients. If such information is not in the public domain, we may only disclose the subject matter of your instructions for marketing purposes, without reference to you being our client in relation to those instructions, unless otherwise agreed between us.

27. Timing of the work

27.1 The fee earner responsible for your case will discuss with you the timing of the programme of work we are to carry out and the most effective way of implementing it. Deadlines for the completion of the various aspects of our work will be agreed following such consultation, save that we do not representation or warrant that the works will be completed by deadline identified by you. The timetable, and the carrying out of work in accordance with it, assumes that the information that is required from you and the other parties to the matter will be available at the agreed or expected time. We shall keep you informed on the progress of its work and give prompt warning of any matter which comes to its attention which in its opinion may affect the delivery or timing of the work.

28. Restriction on use of reports

28.1 Unless we expressly agree otherwise, any copyright in the material materials that we create for you (including any advice we give to you) belongs to us, but upon payment in full of our fees and expenses, you may make use of that material for your purposes provided that you may not amend, edit or disclose to a third party such material without our prior written approval.

28.2 We shall be acting in this matter solely for the benefit of you and no other person shall acquire or have any rights under or be entitled to rely on the advice, correspondence, documents, agreements or memoranda of ours in relation to this matter. No other person may rely upon such information and we accept no responsibility to anyone else other than you, our client. You shall indemnify us against any loss, costs and other expenses we incur or any claim made against us by third parties resulting from disclosure of that information.

29. File Storage and destruction

29.1 Whilst certain documents may legally belong to you, unless you instruct us in writing to the contrary, we will be entitled to destroy correspondence and all other papers relating to this matter at any time after six years from the date of the final invoice for this matter.

29.2 After completing the work, we will be entitled to keep all of your papers and documents while there is still money owed to us for fees and expenses, and/or until such time as we are discharged from all or any Solicitor's Undertakings given to any third party.

29.3 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 at our them usual hourly



rate both for (a) time spent producing stored papers that are requested; and (b) reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

30. Vetting of files and confidentiality

30.1 From time to time external firms or organisations may conduct audit or quality checks on our practice and may include work undertaken on your file. These external firms or organisations are required to maintain confidentiality in relation to your files. If you would prefer that your file was not the subject to any such audit or quality checks please contact us by email on info@rebian.co.uk.

31. Limit on liability for work undertaken

31.1 We shall not be liable to you if we are unable to perform our services due to any cause beyond our reasonable control and/or as a result of your failure to comply with your duties under this Retainer. Should any such occurrence or circumstances arise we will notify you as soon as reasonably practical. Such occurrence may lead to our suspending or terminating the Retainer on reasonable notice wherever possible.

31.2 We shall not be responsible or liable to any person(s) except yourself or yourselves unless we expressly agree in writing with you and with any other person(s) that the latter shall be entitled to receive or rely upon our services in relation to the Retainer and, if so, on what terms they shall be able so to receive or rely.

31.3 Our liability to you will also be limited to such sum as would be just and equitable to pay having regard to our responsibility for the total loss or damage suffered (including interest and costs), on the basis that all other persons responsible or liable to you for such total loss or damage (or any part thereof) shall be deemed to have provided you with contractual promises on terms no less onerous to that contained in the foregoing (whether or not they actually have given such promises to you) in respect of the provisions of their services to you, and such persons shall be deemed to have paid to you such contributions which it would just and equitable for them to pay having regard only to the extent of their responsibility for any loss or damage. For the avoidance of doubt in assessing the contribution to the total loss or damage in question of any other person, it is agreed that no account shall be taken of any limit imposed on the amount of liability of such person by such agreement made before the loss or damage in question occurred.

31.4 We will not in any circumstances have any liability for any loss of profit or earnings, loss of contracts, loss of chance, loss of business opportunities, loss of goodwill, business interruptions, loss of expected savings, increase in debt or inability to reduce debt, reduction in the value of an asset or assets, loss of or damage to data, third party claims, consequential, special, indirect or pure economic loss.



31.5 Nothing contained in this Retainer will limit any liability that we may have to you in respect of any loss caused by any death or personal injury resulting from our negligence.

32. Customer Service

32.1 Your satisfaction with the services we deliver is our single most important aim. Whilst we will endeavour to provide a standard of service that will exceed your expectations, we recognise that from time to time you may wish to raise queries, concerns or complaints. In the first instance we would ask you to raise the matter with the fee earner with responsibility for your work.

32.2 However if this does not resolve the matter or if you are unwilling to discuss the issue with the relevant fee earner then please contact Mr Ian Townsend, the Complaints Partner, on 0113 203 1999 or i.townsend@rebian.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.

32.3 If for some reason you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ (telephone number 0300 555 0333) 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 or within a year of the act or omission about which you are complaining occurring (or you becoming aware of it). Further information can be found on their website (www.legalombudsman.org.uk)

33. Equality and Diversity

33.1 We are 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.

34. Litigation (Contentious Work)

34.1 In court or Tribunal the rules and procedure usually require parties to make “disclosure” to the other party or parties all relevant information they have even where it is damaging to a party’s case and even if it is confidential. Subject to this we will not reveal confidential information about your case except as provided by these Terms of Business and where, for example, your opponent is ordered to pay your costs and we have to meet obligations to reveal the details of the case to them and to the court.

34.2 In addition to our general lien over your papers and documents, when conducting litigation for you we have additional rights in any property recovered or reserved for you whether it is in our possession or not and in respect of all fees, expenses and disbursements incurred, whether billed or not. We also have a right to ask the court to make a charging order in our favour for any assessed costs payable to us (see paragraph 34.9).

- 34.3 You have no right to recover costs from the other party if your case succeeds. Sometimes courts and other Tribunals order one party to pay some of the other party's costs but please note that costs order in your favour and in practice only valid to the extent that the other party can pay you. It is important that you understand that in such instances, the other party may not be required to pay *all* the fees, expenses and disbursements, which you incur with us. You are primarily liable to pay our fees, expenses and disbursements. Therefore any amounts which can be so recovered from another party will be a contribution towards these costs. It is very rare for a client to recover his entire outlay or liability and/or costs order in his favour. It is not our practise to agree to defer the payment of our charges and expenses pending attempts to recover sums due from another party.
- 34.4 If the other party is in receipt of public funding (formerly called "legal aid"), no cost orders are likely to be recoverable from them.
- 34.5 If you are successful and the court or Tribunal orders another party to pay some or all of your fees, expenses and disbursements, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest at the extent you have paid our fees, expenses and disbursements on account, but we are entitled to the rest of the interest.
- 34.6 You are also responsible for paying our fees, expenses and disbursements of seeking to recover any costs which the court orders the other party to pay to you.
- 34.7 If you are unsuccessful, wholly or partially in a court or Tribunal case, or if it considers you to have acted unreasonably, inappropriately or not responsibly in some respect(s), you will probably be ordered to pay, in whole or part, the other party's legal charges and expenses. That money will be payable in addition to our fees, expenses and disbursements and may be ordered to be paid before the court case is concluded. In some types of case insurance cover can be taken out to cover potential liability for such legal expenses. Please discuss this with us if you are interested in this possibility.
- 34.8 We reserve the right to make separate charges for the costs of photocopying when working on your behalf. Photocopying is charged at 25p per sheet for A4 black and white, £1.35 per sheet for A4 colour and 50p per sheet for A3 black and white.
- 34.9 You have the right under section 70, 71 and 72 of the Solicitors Act 1974 (which relates to assessment of cost) to have our fees, expenses and disbursements assessed by an Officer of the Court. You accept that, on such an assessment, we will be entitled to recover from you our full cost calculated in accordance with this Retainer as assessed but without other restriction. Our assessed cost may be greater than those, if any, which you may be able to recover from the other party.
- 34.10 In court and Tribunal cases it is often convenient and appropriate to render one or more invoice(s) in respect of some of the fees, expenses and disbursements incurred from time to time or even in relation to fees, expenses and disbursement not yet incurred, or some other combination of both. We reserve the



right to render such invoices where appropriate. When we decide to do this we will explain what the account concerned will cover and how the excess charges are likely to be dealt with. Sums billed on account are usually for less than will ultimately be chargeable in respect of the work concerned.

34.11 If we reach a stage where we find that your case no longer has reasonable prospects of success, we reserve the right to terminate the Retainer to be paid our fees, expenses and disbursements incurred to that date.

35. Contracts (Rights of Third Parties) Act 1999

35.1 A person who is not a party to this Retainer shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Retainer. No one other than a party to this Retainer shall have any right to enforce any of its terms.

36. Assignment

36.1 We may transfer the benefit of the Retainer to any partnership or corporate entity (including a limited liability partnership) that carries on the business of the partnership in succession to it. You agree to accept the transfer of the retainer to any such partnership or corporate entity in substitution for that partnership. Subject to the above, neither of us shall have the right to assign or transfer the benefit or burden of the Retainer without the written consent of the other.

37. Entire Agreement

37.1 The Terms of Business and engagement letter constitutes the entire agreement between you and us and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between us, whether written or oral, relating to its subject matter.

37.2 You agree that you shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Retainer. You shall have no claim against us for innocent or negligent misrepresentation based upon any statement in this Retainer.

38. Applicable Law

38.1 Any disputes or legal issues arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh Courts.