

TERMS OF BUSINESS

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I. Application of these Terms

These are our Terms of Business, referred to hereinafter as the Terms, and these Terms will apply unless we agree in writing to any variation of these Terms. These Terms will apply throughout our dealings with you. If you continue to instruct us in the matter these are the Terms that will apply. Continuing to instruct us will be deemed the acceptance of these Terms.

2. Who we are

Martin Tolhurst Solicitors is the trading style of Martin Tolhurst Partnership, a limited liability partnership, which is referred to in these Terms as "The Firm". The Firm is regulated and authorised by the Solicitors Regulation Authority (referred to in these Terms as the SRA) and our SRA registration number is 00408855. As solicitors we are required to comply with the SRA Standards and Regulations 2019 and these can be found at **www.sra.org.uk**. The registered office address for the limited liability partnership is 7 Wrotham Road, Gravesend, Kent, DAII 0PD and the limited liability partnership is registered in England and Wales at Companies House under registration number OC308980.

3. People responsible for your work

The letter that accompanies these Terms will detail the fee earner who will be carrying out the work for you, their status, and any support staff who are assisting them on your matter. Please note

that the person named in that letter may not do all of the work and whilst Martin Tolhurst LLP is a solicitors firm authorised and regulated by the SRA not all fee earners who work for the Firm are solicitors. The name, status and contact details for the Supervising Partner of the fee earner dealing with your work is also detailed in the letter. We will try to avoid changing the people who carry out work for you on your matter but if we do have to change the person who carries out work for you we will inform you of any change giving the name, status and contact details of any new person handling your matter.

4. The work we will do and work we do not undertake

We will only carry out the work described in the letter accompanying these Terms, or any further correspondence clarifying additional work that we may carry out for you. If we agree to carry out additional or further work for you, we reserve the right to make additional charges for this work.

We will not give advice on tax. You should obtain any advice regarding taxation you require from an accountant. The charge made for completing any SDLT form on your purchase is for administration work and not for any SDLT advice. We will not give you advice on your financial arrangements and the suitability of such financial arrangements. You should obtain such advice from a specialist financial adviser. We do not give advice on proposed planning matters and if you have any specific proposals that involve planning you should take specialist advice from a qualified surveyor, architect or town planner.

The work that we do is therefore limited to the work described in the accompanying letter. Please consult the fee earner dealing with your matter if you are uncertain about what work we are carrying out for you.

We believe it is important that we confirm our minimum service standards to you – these are our Service Standards

- We will update you by telephone or in writing with progress on yourmatterregularly, -the Law Society believes this should occur at least every six weeks, unless agreed to the contrary.
- We will communicate with you in plain language.
- We will explain to you [by telephone or in writing] the legal work required as your matter progresses.
- We will update you on the cost of your matter regularly and at least every 6 months the Law Society believes this should occur at least every six months.
- We will update you on whether the likely outcomes still justify the potential costs and risks associated with your matter whenever there is a material change in circumstances.







- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- We will continue to review whether there are alternative methods by which your matter can be funded.

We take client care very seriously and are happy to record our responsibilities to you:

- We will review your matter regularly.
- We will advise you of any changes in the law during your instructions to us.
- We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

Your responsibilities to us:

- You will provide us with clear, timely and accurate instructions.
- You will provide all documentation required to complete the transaction in a timely manner.
- You will safeguard any documents which are likely to be required for disclosure.

5. Payment of money and cyber crime

We cannot accept at any time payments of more than £450 in cash or credit card. This can only be used once on your file with us. We do not accept payment in any currency other than sterling.

WARNING - CYBER CRIME You should not send any monies to us where a request is made by email giving our bank details. Emails can be scammed/sent fraudulently. We will not be liable or responsible for any payment made by you to accounts allegedly held by the Firm which turn out to be bogus or fraudulent. You should only send monies to the bank account advised to you in writing by letter at the outset, confirmed to you on the telephone by an authorised member of staff, on numbers indicated on our note paper, or within our secure documents area within our website or client portal. We will not be liable for any payments made by you as a client to any account that is not held by the Firm, and to which you send money incorrectly. We will only send monies to you where you have provided us with account details in writing, and you have confirmed this verbally when requested by us on numbers provided by you at the outset of a transaction. We will not send funds until we have both written and verbal confirmation from you and we will not be liable in the event of any delay in sending funds to you.

We cannot accept any money that you send to us until the payment has been cleared by our bank. For personal or business cheques you should allow at least six working days from the date we receive the cheque for clearance. If cleared funds are required for your matter please ensure that you let us have cleared funds in time. We are not responsible for any delay in cheque clearance or any liability/ compensation that results from us receiving funds that have not cleared in time.

We are happy to accept payments by BACS/faster payments or CHAPS transfers to our bank account. Please contact the person dealing with your matter to obtain the relevant client account details. Alternatively we can take funds from you by debit or credit card if agreed with the person dealing with your matter. If monies are due to you from this Firm these funds would normally be paid to you by a client account cheque. Any completion monies due to you will be sent to you within **two working days** of the date of completion. If you require payment of such monies to be sent to your bank account, we must receive your bank account details in writing. If you require a cleared, same day, electronic payment our costs for dealing with this will be £35.75 plus VAT (£42.90). If you require an electronic faster payment with 2 days clearance there is no fee. Please see Section 9 regarding charges and expenses regarding the breakdown of these costs. We will not make any payments to any third parties - all payments due to clients must be paid to clients to comply with the policies of the Firm; and the requirements of the SRA Account Rules 2019.

6. Money held on your behalf

Where we hold money on your behalf: it will be held in our client account. Where the amount is significant and we expect to hold it for a reasonable period, we will place monies on deposit with our Bank.

We will pay you the interest earned unless the amount of interest is less than £20.00. Our Interest Policy including rates of interest is available on our website.

Any interest we pay to you will not have Income Tax deducted from it so it will be your responsibility to include it in your Income Tax Return and pay any Income Tax due.

7. Money Laundering and Mortgage Fraud

Solicitors are a Regulated Institution under the Money Laundering Regulations (MLR 2017). We have to act strictly in accordance with those Regulations, and the Proceeds of Crime Act 2002 (POCA). If during the transaction we believe that there is any arrangement, or we have any reasonable suspicion of any arrangement that relates to the laundering of money, proceeds of crime, or any criminal property, then we have an absolute legal duty to report our reasonable suspicion to the National Crime Agency (NCA).

We will carry out an electronic check of your identification with a reputable identification checking company. By signing these Terms you agree to us carrying out such a check. No liability will accrue to the Firm as a result of carrying out such a check. A charge of £13 (plus VAT) per person is made by us for carrying out this electronic check.

We will keep all of your affairs entirely confidential at all times except where we have grounds to believe, or have reasonable suspicion of any breach of POCA. In those circumstances we will report the matter to NCA. It is on this basis that we agree to act for you, and by signing these Terms you agree to us revealing any information to the relevant authorities about your transaction and the arrangement/money that has given rise to the suspicion/report.

The Firm place the utmost importance on the MLR 2017 and by signing these Terms you are agreeing to us acting only in accordance







with MLR 2017 and the POCA, and if necessary reporting you and the transaction where we feel appropriate. By continuing to instruct us you agree to this specific term.

Mortgage Fraud is a criminal matter and one which the Firm takes extremely seriously. We have in place strict processes and procedures to counter this crime. By signing these Terms you are agreeing to us complying with these procedures including any report we make to NCA or your Lender in respect of any suspicions or circumstances that arise on your matter.

We will not be liable to you for any compensation, damages, costs or interest that arise from any report to NCA on the basis of our belief or reasonable suspicion of a breach of the MLR 2017 or the POCA or in respect of potential mortgage fraud. We will only make such a report in good faith and based on reasonable grounds, and no financial liability will accrue to the Firm under these Terms if such a report is made, notwithstanding any costs, interest or expenses that may result from a delay in the transaction required as a consequence of the report.

8. Property Transaction Fraud

We exclude all liability for any losses incurred by you resulting from any fraudulent misrepresentation (especially relating to ownership or identity) by any Seller or Buyer to their solicitors in a property transaction. There have been a rare number of high profile cases resulting in losses to clients where the solicitors acting for a party in a property transaction has been duped by someone alleging to be the registered owner of the property when in fact they are not. We will reasonably rely upon the seller's or buyer's solicitors, with whom we are dealing, complying with their duty to identify their client.

9. Charges and expenses

In the initial letter that accompanies these Terms we will confirm to you the legal costs and payment to others that we anticipate on your matter. The basis for our charges may vary – on some matters we are able to agree a fixed fee, and on other matters there may be a likely band of charges, or an hourly rate.

The Firm wish to be very clear to all clients about our charges so that clients can budget accordingly and be aware of the legal charges and costs to others that are possible. The charges given to you will be for the work that we anticipate carrying out. If we carry out any other additional work for you then our charges can vary and you will be notified of any variation in charges.

We always ask for a payment on account of our charges and/or expenses before we start work on any matter. The amount that you are required to pay will be shown in the letter that is sent to you with these Terms. We may require further payments on account from time to time as the matter progresses. Whenever we receive a payment from you we will send you a receipt. We will offset any payments on account against your final bill but please understand that the total legal costs and expenses may be greater than any advance payment.

We may need to incur disbursements during your matter to enable it to progress – for example this may be a payment to a Local Authority or payment of a court fee. We will endeavour to advise you of these payments as soon as they are incurred. They will be added to your account and you will be responsible for payment of such fees. We

will deduct the fees from any money held on account and paid by you during the matter.

If we send funds by CHAPS/telegraphic transfer, the fee charged will be $\pounds 35.75$ plus VAT. Of the $\pounds 35.75$ that we charge the sum of $\pounds 5.50$ is the sum charged by our bank as a fee and the remaining consists of our costs in dealing with the processing of the telegraphic transfer including secretarial, Partner and account staff time – estimated at 16 minutes per telegraphic transfer.

We will add VAT to our charges at the rate that applies when the work is done and in accordance with the Regulations issued by HM Revenue & Customs. Where we are acting for you in the purchase of a property we charge, in accordance with the quotation supplied to you with these Terms, a fee of £75.00 plus VAT for completing the SDLT Return. The Return is made for you with HM Revenue & Customs and is necessary if either stamp duty is payable or if exemption/relief is required. Our charge covers completion of the six page, 70 question SDLT return on your behalf. We will submit the form electronically with payment of any stamp duty on your behalf to the Revenue. If you are seeking to claim relief or exemption from SDLT (for example as a result of Government schemes) we will ask you to sign declarations where appropriate to claim such relief/ exemption. You will indemnify this Firm in respect of any costs or expense resulting from any inaccurate statement by you in claiming any such relief/exemption. We do not offer tax advice on SDLT and if you believe you can claim relief or exemptions on your purchase SDLT please take specialist tax advice separately.

We will inform you if a substantial amount of unforeseen work becomes necessary. For example, if there are unexpected difficulties or if your requirements and the circumstances change significantly during the matter. We will advise you in writing of the estimated costs of any additional work before incurring additional costs. If the charges that we are making to you are fixed these will usually not change unless there is a substantial amount of unforeseen work. If our charges are "banded" or variable then you will receive costs information updates regularly, and not less than every six months.

10. Bills

Payment is due to us within 28 days of our sending the bill to you or on completion, whichever is the earlier. If you do not pay the bill in full within this time we will charge you interest on any unpaid balance at 8% per annum (or 4% above the Base Rate of the Bank of England whichever is the higher) on a daily basis from the date of the bill.

We will render statements of account and/or interim invoices to you from time to time in the course of the case. By these statements or invoices we do not ask you to pay all costs incurred to date, but simply to make payment on account of that liability. The full amount of our costs for any period will not be finalised until the conclusion of the case, at which time you will receive a bill for all the work carried out, and you will be given credit for the amounts already paid.

If you believe that the bill is unreasonable, unfair or it does not accord with our original estimate to you, then you have the right to complain about our bill and use our complaints procedure for that purpose. If you have any concerns about any invoice or costs please raise such matters with the fee earner initially, or if you do not wish to do so or feel that the matter is not dealt with to your satisfaction then please raise it with the Supervising Partner named in the initial letter, a copy of which accompanies these Terms.







You have the right to object to your bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors' Act 1974.

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 guarantee in respect of the charges and disbursements of the firm. If such a request is refused we reserve the right to stop acting for you and require immediate payment of our charges and disbursements to that date.

II. Storage of papers and deeds

After completing your work, we are entitled to keep all your papers and documents while money is owing to us. On payment of all outstanding sums due to us, we will keep your file of papers (except for any of your papers which you ask to be returned to you) on the understanding that we have your authority to destroy the file six years after sending you our final bill, or writing to confirm that our file is being stored (whichever is the earlier). We will not destroy documents that you specifically ask us in writing to deposit in safe custody. We make a charge of £25 + VAT to store your file.

We do not normally make a charge for retrieving stored papers and documents in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with the instructions, after a file has been closed – for example to provide copy documents, statements or letters that have previously been supplied.

12. Termination

You may terminate your instructions to us in writing at any time. For example, you may decide you cannot give us clear or proper instructions on how to proceed or you may lose confidence in our work.

We are entitled to keep all your papers and documents while money is owing to us.

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

If you or we decide that we will stop acting for you, then you will pay our charges on an hourly basis with expenses, or as stated in any separate correspondence.

In some circumstances the Consumer Contracts Regulations 2014 might apply to the contract between you and us, and may give you a right to cancel the contract. If these regulations do apply:-

You will not be able to cancel the contract once we have started performing our services for you with your agreement; Subject to that, you can cancel your contract with us within a period of 14 calendar days beginning either on the day after your contract with us commenced or, if later, the day you receive these Terms. To do that you must give us written notice by delivering it to us personally by post, facsimile or e-mail.

13. Raising concerns or complaints with us

We are confident that we will provide you with a high quality service in all respects. It is our aim that every client receives excellent and

efficient service throughout their matter. The fee earner dealing with your matter will assist you, together with various support staff, throughout your dealings with us. If there is a issue upon which you have any concern or query then please raise the matter initially with your fee earner. All firms of solicitors are obliged to attempt to resolve any problems that clients have with the service provided and the Firm treats this obligation seriously. We value your instructions and would not wish to think that you have any reason to be unhappy with any aspect of our service or advice. If, however, you are unable to resolve the matter with the fee earner with whom you are dealing then please raise the matter under our complaints procedure with the Supervising Partner named in the initial letter, a copy of which accompanies these Terms. You can do so verbally or in writing (by letter, email or fax). A copy of our Complaints Procedure is on our website.

You will be provided with a full copy of our formal complaints procedure and the matter will be investigated by the Supervising Partner and reported to you promptly in writing in a timescale set out by the Supervising Partner upon receipt of your complaint. If this correspondence does not resolve matters, you may appeal to the Firm's Client Care Partner who is Jane Williams based at 61b Station Road, Longfield, Kent, DA3 7QA, telephone 01474 706168, email jwilliams@martintolhurst.co.uk.

If you remain dissatisfied at this stage then our complaints procedure would have been exhausted and you can raise the matter with the Legal Ombudsman who deal with complaints about solicitors and other legal bodies. The Legal Ombudsman can be contacted at PO Box 6806, Wolverhampton WVI 9WJ or via his website **www.legalombudsman.org.uk** or by phone 0300 555 0333. This information will also be found in any details that will provide to you about our Complaints Procedure.

Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint.

14. Limitation of liability

The Firm is a limited liability partnership and is authorised and regulated by the SRA. We have compulsory indemnity insurance in respect of all legal work carried out by this Firm in accordance with the requirements of the SRA. In the event of any mistake, act or omission being made by this Firm in work that we carry out for you, we are insured in respect of any claim that you may wish to make. It is, however, an important part of our dealings with clients that this liability is not unlimited – our liability to you in the event of any successful claim that you make against this Firm on work that we carry out for you is limited to £3,000,000.00. This limit includes all claims for costs, interest and expenses. By signing and accepting these Terms you are agreeing that our liability to you will be limited to a maximum of £3,000,000.00.

To help ensure the commercial efficacy of the limit of liability referred to above and to protect our individual members of staff from claims, you agree that you will make claims only against the Firm and not against any individual member, employee, consultant, principal or agent of the Firm, or against any other person or entity connected with the Firm.







15. Insurance policies

This Firm is not directly authorised by the Financial Conduct Authority (FCA). However in respect of any insurance policies that are arranged by the Firm, or on behalf of its clients, we seek to comply at all times with the European Insurance Distribution Directive. We arrange insurance policies for clients in matters such as residential or commercial conveyancing where insurance policies are required to cover a defect in title or lack of documentation on a property that is being sold or bought.

We seek to ensure that all policies that are arranged by us, or on transactions where we act for clients have the following:-

- Clear objective key information about the Policy, what the Policy covers, what cover is excluded from the Policy, the terms and conditions of cover, any assumptions that have been made in arranging the Policy and the premium cost.
- Being identified as meeting the demands and needs of our clients on their particular transaction. We are not paid commission for arranging such policies. We currently use for conveyancing indemnity insurance policies (for example lack of building regulation consent and defective title indemnity insurance) a leading provider, Countrywide Legal Indemnities.

If insurance needs to be arranged on your transaction we will consider your demands and needs and provide you with a copy of the policy and key information. Please raise any queries about any insurance policy with us.

The Compliance Officer for Legal Practice of the Firm is Richard Carter who can be contacted on 01233 505578 or by email at **rcarter@martintolhurst.co.uk** and any enquiry regarding insurance products should be raised with him.

Sometime our work (such as Probate or Company work) will involve investment. We are not authorised by the Financial Conduct Authority and may refer you to someone who is authorised to provide the necessary advice. We will only do so with your consent. We can provide limited services in relation to investments provided they are closely linked with the legal services that we are providing to you as we are regulated by the SRA.

16. Joint instructions

Where we have been instructed by more than one person, we will assume that information or instructions given by one of those clients is confirming the information or instructions on behalf of you both. We will act in accordance with such information and instruction. We will assume that instructions are joint and several and that you are jointly and severally instructing us or providing information. If you do not wish for each and every client that is instructing us to be able to do so then you must make that clear to us. If we require documents (such as Contracts) to be signed we will require all clients to do so unless we have been provided with a valid, Power of Attorney. We are not able to send monies to just one party (for example if a property or asset has been owned by joint parties) unless we have written authority from all parties that own the asset.

17. Privacy statement and GDPR

We treat your privacy as extremely important. As a UK based business we are subject to, and comply with, the General Data

Protection Regulations (GDPR). In accordance with Articles 13 and 14 we want to confirm our terms on privacy. Please carefully read these terms. For a full statement on data protection and our full Privacy Policy please see the client area on our website.

The Data Protection Officer at the Firm is Richard Carter. He can be contacted on 01233 505578 or rcarter@martintolhurst.co.uk. The Deputy for Data Protection officers are John McIntyre and Kevin Denny.

We will receive, process and store data, including your personal data, to enable us to progress the legal services that you are instructing us upon. This data may have been provided directly by you or by another party on your matter. We will do so on the legal basis of legitimate interest and contractual obligation as well as in accordance with any written specific consent you provide us with. By signing these Terms of Business you agree to us processing, retaining, collecting and sharing your data on this basis.

Often we need to collect, share or retain data as part of our statutory, regulatory or contractual obligations. As part of our legal services for you we will share your data with relevant third parties. We may need to share relevant data including personal data on your matter with third parties such as courts, mortgage lenders, HMRC, estate agents, other solicitors, barristers and experts. We do this to enable us to provide you with efficient and effective service on your case. We will only share such data as is necessary to progress your matter effectively and purposefully.

Your data will be kept in both hard copy files and electronically, including our case management software. We will store hard copy files for 7 years and digital files 12 years from the date legal work on your matter is concluded. During this period work will be carried out on your file by staff of the Firm, external auditors, quality assurance reviewers and external providers of transcription and processing services including some who may be based outside the EU. Your data will only ever be accessible through our UK based servers. We have put in place security measures and procedures designed to protect against the loss, misuse, or alteration of data under our control. We have in place leading anti-virus software and firewall protection.

Under the GDPR you have a right to request from us access to the personal data we hold on you, you have a right to request that we rectify any such data or erase it, that we make the data portable, you can withdraw your consent to us processing the data and you can seek to restrict how we process this data. Please note however that legally privileged information is exempt from these rights. If you wish to make any such request please contact the Data Protection Officer as detailed above. We are registered with the Information Commissioners Officer (ICO) who supervises data protection within the UK. Our registration number is Z5424235.

If you believe we have infringed your privacy in any way please contact us urgently with details. If you are unable to resolve the matter with us please raise the issue with the ICO on 0303 123 1113.

We may record calls that you have with us by phone. This is for training and monitoring purposes. Call recordings will be retained by us either for 6 months or on your electronic file as detailed above. For more information on call recording, please see our Privacy Policy on the Firms website.







18. Provision of Service Regulations 2018

In accordance with the above Regulations we confirm that the Firm is insured for professional indemnity purposes with HDI Global Specialty SE of 10 Fenchurch Street, London, EC3M 3BE. Telephone: 020 7015 4000. The policy number is P2A77493. This is professional indemnity insurance and covers all work carried out by the Firm in England and Wales.

You may have instructed us via our website, or we may have sent you an on-line link to commence our work, and your instructions may constitute "online" trading with us. All on-line traders require us to put a link to the European Commission's website informing you as client/consumers with us of the existence of the Online Dispute Resolution platform and the possibility of using it to resolve disputes together. The link to this platform is: http://ec.europa.eu/consumers/odr. If you wish to use this platform, please advise us and the appropriate email contact for this purpose is: rearter@martintolhurst.co.uk. These provisions still apply within the UK under the Provision of Service (EU Exit) Regulations 2018.

19. Equality and diversity

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our services on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation. We expect you to treat all of our staff with respect and we will terminate our instructions if any of our staff are treated in a way that breaches our Equality and Diversity policy.

20. Financial Compensation Scheme

In the event of a banking failure it is unlikely that the Firm would be liable for any loses of client account money. If a corporate body client is not considered a small company by FSCS, then they will not be eligible for compensation. We currently hold our client account funds in different banks including The Royal Bank of Scotland (all brands). From 30th January 2017 a limit of £85,000.00 will apply to each individual client under the Financial Services Compensation Scheme (FSCS) so if you hold other personal monies yourself in the same bank as our client account the limit remains £85,000.00 in total. It is advisable to check with your own bank, particularly as some banks trade under different trading names but have the same parent company. In the event of a bank failure you agree to us disclosing details to the FSCS. The Firm will not be liable for any excess of the current FSCS limit.

21. Interest

In accordance with SRA Accounts Rules 2019 the Firm has an Interest Policy which confirms that we will pay interest to Clients on monies that we hold where it is fair and reasonable to do so. The terms of the Policy and the rates payable change in accordance with Bank interest rates. To view a copy of the Interest Policy please check our website.

If you believe that interest is due and has not been paid to you, or the amount of interest paid to you is insufficient you should ask for the matter to be reviewed by our Complaints Partner, Jane Williams, and speak to her on 01474 706168.

22. Lexcel, ISO 9001 (2015 Standard) and the Conveyancing Quality Scheme

We are proud to be a Lexcel, ISO 9001 and Conveyancing Quality

Scheme (CQS) accredited firm. There are around 1000 solicitors firms with Lexcel accreditation. As an accredited firm of Lexcel and the ISO 9001, and CQS your file may be subject to a file inspection and may be required for staff training. Signing these Terms gives authorisation for your file to be used in this manner. CQS is designed to improve transparency of transactions, raise service levels and provide better communication and a more efficient process. To achieve this we need your authority to enable us to share information with other parties involved in this transaction and any related chain of transactions. By signing and returning the copy of this letter you will be confirming that we have your authority to provide information to other parties in accordance with the Law Society CQS Protocol. If you do not wish us to do so please advise us immediately.

23. Associated companies

The partners of the Firm have a financial interest in Invicta Legal Services Limited (ILS). This company provides searches to solicitors including the Firm. ILS is not regulated by the SRA. It is a permitted separate business as solicitors are unable to carry out searches themselves. If we use ILS (through its NSS franchise) for searches you consent to us using an associated company that is a separate business. You can ask us to use an alternative provider if you prefer.

Agreement of Terms

If these Terms are acceptable please sign and return them. Once they have been agreed, our appointment shall continue in accordance with these Terms until they are revised by mutual agreement or we cease to act on your behalf. These Terms shall also apply to any future engagement unless we agree different Terms.

| Please | rea | ad and | tick | the b | ox as | requi | red t | pefore | signing | the |
|-------------------|-----|--------|------|--------|--------|---------|--------|--------|---------|-------|
| Terms of Business | | | | | | | | | | |
| | | | | | | | | | | |
| | - 1 | consen | t to | Martii | n Tolh | nurst a | adding | g my/o | ur per | sonal |

| t | lata to their legal services database and that they will use his database from time to time to market legal services o me. I understand they will not share my data with others or marketing purposes. |
|------------|--|
| Signed (by | ALL clients) |
| | |
| | |
| Print name | e(s) |
| | |
| Dated | |

If you require these Terms in any other format please contact us.

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