

TERMS OF BUSINESS

Introduction.....	2
1. Regulated services.....	2
2. Business hours	2
3. Our responsibilities.....	2
4. Your responsibilities	2
5. Service levels and frequency of communication	3
6. Limit of liability	3
7. Our charges and billing	3
8. Payment of interest	4
9. Confidentiality	5
10. Privacy and data protection.....	5
11. Promotional communications	6
12. Banking and related matters	6
13. Receiving and paying funds	7
14. Prevention of money laundering and terrorist financing.....	7
15. Foreign Account Tax Compliance Act.....	8
16. Financial services	8
17. Professional indemnity insurance	9
18. Tax advice	9
19. Equality and diversity	9
20. Complaints.....	9
21. Terminating your instructions	10
22. The Consumer Contracts (Informaiton, Cancellation and Additional Charges) Regulations 2013.....	11
23. Storage and retrieval of files	11
24. Future instructions.....	11
25. Agreement.....	11

Introduction

Our intention is to provide all our clients with the highest quality of service, handling your instructions with professional skill, care, and attention.

These Terms of Business (as updated from time to time) apply to all work we do on your behalf. This is an important document – please read and keep it in a safe place for future reference.

Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees, and individual contact details. This is called the engagement letter. These Terms of Business should be read with the engagement letter – together they form the contract between us.

If there is any inconsistency between our Terms of Business and the engagement letter, the engagement letter will take priority.

1. Regulated services

Hansells is authorised and regulated by the Solicitors Regulation Authority (SRA), whose headquarters are at The Cube, 199 Wharfside Street, Birmingham, B1 1RN.

This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website (sra.org.uk) or by calling [0370 606 2555](tel:03706062555).

2. Business hours

We are normally open between 9.00am and 5.00pm from Monday to Friday. Outside these hours messages can be left on our main switchboard or via voicemail where a direct dial number has been used. We may be able to make appointments outside of these hours if essential.

3. Our responsibilities

We will:

- Treat you fairly and with respect.
- Communicate with you in plain language.
- Review your matter regularly.
- Advise you of any changes in the law that affect your matter.
- Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.

4. Your responsibilities

You will:

- Provide documents when we ask for them and respond promptly when we ask for instructions or information.
- Notify us if your contact details change.
- Tell us immediately if your expectations change or if you are not sure you understand what we discussed.

- Inform us of any time limits or objectives that may not be obvious to us.
- Notify us immediately if you receive any email or other communication purporting to be from our Firm stating that we have changed our bank details or payment arrangements.
- Let us know about any other changes that may affect the way we deal with your matter.
- Safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party.

5. Service levels and frequency of communication

We will update you by telephone or in writing (including email and/or SMS text) with progress on your matter following agreed events.

We will explain to you by telephone or in writing (including email and/or SMS text) the legal work required as your matter progresses.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

We will update you on the cost of your matter at the intervals set out in our engagement letter. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

6. Limit of liability

Our maximum aggregate liability to you in this matter will be £10 million, including interest and costs, unless we expressly state a different figure in our engagement letter. If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

We will not be liable for:

- Losses that were not foreseeable to you and us when this contract was formed.
- Losses not caused by any breach on the part of the Firm.
- Business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft, or profession.

We can only limit our liability to the extent the law allows. We cannot and do not limit our liability for death or personal injury caused by negligence.

Please ask if you would like us to explain any of the terms in the above section.

7. Our charges and billing

You are liable to pay legal costs as set out in our engagement letter. We will also usually discuss this at our initial meeting with you.

We may deliver our bills to you electronically. Please let us know if you have any requirements for the delivery of our bills.

Bills are due to be paid within 14 days. We may charge interest on overdue bills at the rate payable on judgment debts from time to time. In addition, you will be responsible for any costs and expenses incurred in recovering sums due from you.

Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance, and we will need the third party's name, contact details, and any other information or identification documents we request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them, and our bills will still be addressed to you. If someone else does pay some of our bills, you are responsible for paying the rest.

We may cease acting for you if an interim bill remains unpaid after 21 days or if our reasonable request of a payment on account of costs is not met.

You have the right to challenge or complain about our bill. Please see 'Complaints' at section 22 for details of how to complain about our bill.

You have the right to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before twelve months from delivery of the bill, the court's permission is required for the bill to be assessed.

Unless there are special circumstances, the court will not usually order a bill to be assessed after:

- 12 months from delivery of the bill.
- A judgment has been obtained for the recovery of the costs covered by the bill.
- The bill has been paid, even if this is within 12 months.

We can keep all your papers and documents while there is still money owed to us for fees and expenses.

8. Payment of interest

Money held by us for you, whether on account of our fees, payments out or otherwise, will be placed in our client account and you will be entitled to interest which would have been earned had that money been held in a separate designated deposit account at NatWest, unless the amount of such interest is less than £50 or unless we are otherwise not required to pay it to you under the Solicitors Accounts Rules (SAR) which can be found at sra.org.uk. Interest payments due to you for money held on our client account will be paid gross twice a year and will normally be paid three days from the date(s) on which funds are received by us until the date(s) of issue of any cheques or other form of withdrawal of the funds from our client account.

As required by the SAR, money held by us will be taken in payment or part payment of our invoices within 14 days of the date of the invoice, unless that money is held for any other purpose. You agree that we can retain monies against unbilled and unpaid disbursements.

Where a separate designated deposit account is held for you, interest will be credited to your account by the bank. When the account is set up, we will agree with you whether that interest should be paid gross or net of the basic rate of tax. Setting up a separate designated deposit account will incur additional fees.

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

9. Confidentiality

We will keep your information confidential, unless:

- you consent to the disclosure of that information;
- disclosure of the information is required or permitted by law; or
- these Terms of Business state otherwise.

Unless you instruct us otherwise, email will be our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.

Sometimes we ask other companies or people to carry out business support functions including but not limited to document production, document storage, IT, and/or other work on our files to ensure it is done promptly and in the most cost-effective manner. We will always seek a confidentiality agreement with these outsourced providers. For information on outsourcing in relation to your personal data, see the attached Privacy Policy.

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.

Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

By accepting these Terms of Business, you consent to such outsourcing arrangements including the transfer of data to such organisations.

10. Privacy and data protection

We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping, and to inform you of our services and events that we think may be of interest to you.

Our use of your personal data is subject to your instructions, the General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

Hansells is a data controller for the purpose of the GDPR and other relevant data protection legislation. We have nominated Paul O'Flaherty (Compliance Officer) as the Firm's representative for the purpose of the GDPR.

We take your privacy very seriously. Our Privacy Policy contains important information on how and why we collect, process, and store your personal data. It also explains your rights in relation to your personal data. The Privacy Policy is available on our website at hansells.co.uk/privacy-policy, but please contact us if you would like a copy sent to you or if you would prefer us to explain our Privacy Policy verbally.

We may record telephone calls and monitor emails for training, regulatory and compliance purposes.

We use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost-effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing, or storage. We ensure all third party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing, or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

11. Promotional communications

We may use your personal data to send you updates (by email, text message, telephone, or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services. You have the right to opt out of receiving promotional communications at any time by:

- contacting us in writing;
- using the 'unsubscribe' link in emails;
- emailing stop@hansells.co.uk; or
- responding 'STOP' to our number used in text messages.

12. Banking and related matters

We hold all client money in NatWest and Santander which are regulated by the Financial Conduct Authority (FCA). Your money will be held in one or more of these banking institutions. We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client accounts, the limit remains £85,000 in total.

Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.

The FSCS also provides up to £1 million of short-term protection for certain high balances, e.g., relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution

failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

13. Receiving and paying funds

Our policy is to only accept cash up to £1,000. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter, and we may decide to charge you for any additional checks we decide are necessary.

Where we must pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

We will never tell you of changes to important business information by email, such as bank account details. Please notify us immediately if you receive any email or other communication purporting to be from the Firm stating that we have changed our bank details or payment arrangements.

14. Prevention of money laundering and terrorist financing

To comply with anti-money laundering and counterterrorist financing laws, regulations, and standards, we are likely to request identification evidence from you and may conduct searches or enquiries for this purpose. This is part of our work for you, and we reserve the right to charge you our professional fees and any expenses incurred.

To verify your identity, we search third party electronic verification databases and may carry out these checks from time to time throughout our relationship, not just at the outset. These checks may leave a 'soft footprint' on your credit file but will not affect your credit rating.

You must not send us any money until we have told you that these checks have been completed.

We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used:

- only for that purpose; or
- with your consent; or
- as permitted by or under another enactment.

We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

Subject to 'Limit of liability' in section 6 above, we shall not be liable for any loss arising from, or connected with, our compliance with any statutory obligation or reasonable belief we may have to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

15. Foreign Account Tax Compliance Act

The Foreign Account Tax Compliance Act (FATCA) is a piece of US legislation which has effect in the UK as a result of an agreement between the UK and US governments. The intention behind the legislation is to ensure US citizens disclose their worldwide income to the US tax authority (the Internal Revenue Service).

The FATCA regime requires certain financial institutions to identify and report to HMRC payments made to a specified US person, or a non-US entity with one or more controlling person who is a specified US person.

To comply with the law, we may have to share some of your information, including your FATCA status and, if applicable, your Global Intermediary Identification Number (GIIN) with financial institutions.

We also have to establish whether you are a specified US person, or an entity controlled by a specified US person. If so, it may be necessary for us to report payments to HMRC. This is explained further in our letter confirming your instruction.

It is vital that we keep your information current at all times. You are responsible for communicating to us any changes in circumstances that may alter your FATCA status.

16. Financial services

We are not authorised by the Financial Conduct Authority (FCA). However, we are included on the register maintained by the FCA so that we can carry on insurance distribution 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's website (fca.org.uk/firms/financial-services-register).

We are not authorised by the FCA in relation to consumer credit services. However, because we are regulated by the SRA, we may be able to provide certain limited consumer credit services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

We are also not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

17. Professional indemnity insurance

We have professional indemnity insurance giving cover for claims against the Firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office, or made available on request.

It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker, and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

18. Tax advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. If you require tax advice you must inform us in writing.

19. Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

20. Complaints

We want to give you the best service possible. However, if at any point you become unhappy or concerned about the service we have provided, you should inform us immediately so that we can do our best to resolve the problem.

In the first instance, it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues.

If you would like to make a formal complaint you can read our complaints procedure through our website (hansells.co.uk/complaints-policy/) or you can request a full copy of our Complaints Policy by contacting our Compliance Officer, Paul O'Flaherty, who has overall responsibility for complaints, and whose contact details are:

- by post: Cambridge House, 26 Tombland, Norwich, Norfolk, NR3 1RE
- by email: paulo'flaherty@hansells.co.uk
- by telephone: 01603 275 837

What to do if we cannot resolve your complaint

We have eight weeks to consider your complaint. If we have not resolved it within this time, you may be able to complain to the Legal Ombudsman.

The Legal Ombudsman's contact details are:

- by post: Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ
- by email: enquiries@legalombudsman.org.uk
- by telephone: 0300 555 0333 between 10.00 to 16.00
- by visiting: www.legalombudsman.org.uk

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 one year of the occurrence of the act or omission about which you are complaining (or if outside of this period, within one year of when you should reasonably have been aware of it).

The Legal Ombudsman deals with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman, eg charities or clubs with an annual income of more than £1m, trustees of trusts with asset value of more than £1m and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bill.

What to do if you are unhappy with our behaviour

The SRA can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money, or treating you unfairly because of your age, a disability or other characteristic.

Visit their website to see how you can raise your concerns with the Solicitors Regulation Authority – sra.org.uk.

21. Terminating your instructions

You may end your instructions at any time by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding.

We will only decide to stop acting for you with good reason, e.g., where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you.

If you or we decide that we should stop acting for you, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you so request. This will be calculated on the basis set out in our engagement letter.

We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.

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

This section applies to individual consumers only.

If we have not met you in person, or the contract for legal services is entered into away from our business' premises, The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply. This means you may have the right to cancel your instructions to us within 14 days of our initial communication with you, without giving any reason. To exercise your right to cancel, you must make a clear statement (letter, fax, or email) setting out your decision to cancel. To meet the cancellation deadline, it is sufficient for you to send the communication before the cancellation period has expired. This will end the obligations of both you and us under the contract.

You may require us to begin work on your matter during the 14-day cancellation period. Please let us know immediately if you wish to waive the 14-day cancellation period. If you expressly request, we begin work on your matter during the cancellation period, we

reserve the right to ask you to pay an amount proportionate to what service has been carried out prior to you communicating any cancellation. If you have made a payment on account, you will only receive a refund for that part of our services not provided. If you decide to cancel before the end of the cancellation period, and we have not started to provide our services, you will receive a full refund of any fees paid. You will not have the right to cancel the contract if you request, we start work within the cancellation period and we have completed those services.

23. Storage and retrieval of files

After completing the work, we will be entitled to keep your file or all your papers and documents while there is still money owed to us for fees and expenses.

Files and other papers relating to your matters, except those papers you have asked to be returned to you will be stored for such time as we judge reasonable for such time as we are required by law to do so, but in any event for a period of not less than 7 years after sending you your final bill, after which we may destroy them without further reference to you.

We will make a charge for storing your files and other papers. Details of the charge will be provided to you at an appropriate time.

We will not destroy documents you ask us to deposit in safe custody.

If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.

If we retrieve your file from storage for another reason, we may charge you for:

- time spent retrieving the paper and/or electronic file and producing it to you;
- reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file;
- providing additional copies of any documents.

We will provide you with an electronic copy of the file unless it is inappropriate to do so.

For information on how long we will hold your personal data, see the attached Privacy Policy.

24. Future instructions

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

25. Agreement

Your continuing instructions will amount to acceptance of these Terms of Business, including acceptance of electronic verification procedure as referred to in the previous section 14 regarding money laundering.

The Contract and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

SRA Numbers

Aylsham 50603

Cromer 50611

North Walsham 50607

Norwich 50602

Wymondham 614169

Authorised and regulated by the Solicitors Regulation Authority

Any reference to '**the Firm**' means **Hansells Solicitors**

VAT number: 104 9709 71