TERMS OF BUSINESS

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1 Our contract with you

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

1.2 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 together with the Engagement Letter - together they form the contract between us.

1.3 If there is any inconsistency between our Terms of Business and the Engagement Letter, the Engagement Letter will take priority.

1.4 Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you sign, date, and return one copy for our file.

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

1.6 This 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.

2 About us

2.1 Hansells is a partnership, and our address is Cambridge House, 26 Tombland, Norwich, NR3 1RE. A list of partners can be inspected at this address.

2.2 You can find details of the postal address, fax number, telephone number and email address of each office on our website at www.hansells.co.uk.

2.3 Hansells is authorised and regulated by the Solicitors Regulation Authority (SRA), whose headquarters are at The Cube, 199 Wharfside Street, Birmingham, B1 1RN. The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Hansells is governed by Codes of Conduct and other professional rules, which you can access on the SRA's website (sra.org.uk) or by calling 0370 606 2555. Our SRA authorisation number is 50602. All services provided by Hansells are regulated by the SRA.

2.4 We are registered for VAT purposes. Our VAT registration number is GB 765346017.

2.5 Where we say 'we', 'us' or 'our' in these Terms of Business, we mean Hansells.

3 About you

Where we say ‘you’ or ‘your’ in these Terms of Business, we mean the client identified in the Engagement Letter and anyone authorised to give instructions on that client’s behalf.

4 Our responsibilities and your responsibilities

What you can expect of us	What we expect of you
• 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.	• 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 have discussed. • Inform us of any time limits or objectives that might not be obvious to us. • 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. • Let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction. • Safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party.

5 Scope of our legal services

5.1 The scope of the services we will provide is set out in the Engagement Letter.

5.2 We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.

5.3 We will advise only on English law.

5.4 We will not advise on surveying, valuation, commercial viability, trading, or marketability issues. We only advise on tax when we have expressly agreed in writing to do so. Except as described at section 13 (Financial services), we do not provide financial services or advice.

5.5 If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.

5.6 Unless otherwise agreed in writing, our advice, and any documents we prepare:

5.6.1 are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and

5.6.2 reflect the law in force at the relevant time.

5.7 As part of our commitment to providing an efficient, modern and high-quality legal service, Hansells may use secure artificial intelligence ("AI") tools — including (but by no means limited to) Microsoft Copilot — to assist with certain administrative and drafting tasks during the handling of your matter. These tools may help us with activities such as producing initial document drafts, generating summaries, organising information, and improving the clarity of written communications. AI is not used to provide legal advice, make legal decisions, or replace the professional judgment of our lawyers. All advice, legal analysis, and final documents are reviewed and approved by an authorised member of our team.

6 Service standards

6.1 We are normally open between 9:00am and 5:00pm from Monday to Friday. We are closed on all bank holidays.

6.2 We will update you by telephone or in writing (including by email) with progress on your matter regularly and explain to you the legal work required as your matter progresses.

6.3 We will update you at appropriate intervals on the likely timescale for each stage of your 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.

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

6.5 We are committed to acting in a way that encourages equality, diversity, and inclusion 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**.**

7 Our liability to you

7.1 Your contract is solely with Hansells. No employee, agent, or consultant of Hansells will have any personal legal liability for any loss or claim, save for the partners of Hansells.

7.2 Unless explicitly agreed otherwise, in writing:

7.2.1 we do not owe, nor do we accept, any duty to any person other than you; and

7.2.2 we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.

7.3 We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Engagement Letter.

7.4 Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3 million pounds including interest and costs unless we expressly state a different figure in the Engagement Letter.

7.5 We will not be liable for any of the following (whether direct or indirect):

7.5.1 losses not caused by any breach of contract or tort on the part of the firm;

7.5.2 loss of revenue;

7.5.3 loss of profit;

7.5.4 loss of or corruption to data;

7.5.5 loss of use;

7.5.6 loss of production;

7.5.7 loss of contract;

7.5.8 loss of opportunity;

7.5.9 loss of savings, discount or rebate (whether actual or anticipated); and

7.5.10 harm to reputation or loss of goodwill.

7.6 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:

7.6.1 death or personal injury caused by our negligence;

7.6.2 fraud or fraudulent misrepresentation;

7.6.3 any losses caused by wilful misconduct or dishonesty;

7.6.4 any other losses which cannot be excluded or limited by applicable law.

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

8 Our charges and billing

8.1 You are liable to pay legal costs as set out in the Engagement Letter, which also states the arrangements for billing. We will usually discuss this with you at the outset of your matter.

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

8.3 Our bills become due for payment immediately after you receive them.

8.4 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 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.

8.5 We may charge interest on overdue bills on a daily basis 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 to the firm from you.

8.6 We may cease acting for you if an interim bill remains unpaid after 28 days or if our reasonable request of a payment on account of costs is not met.

8.7 If you owe us any money, we may be entitled to retain papers, documents or other property belonging to you which are in our possession until the sums due to us have been paid. This is known as a solicitor's lien. We will only exercise this right where permitted by law and our professional obligations.

8.8 You have the right to challenge or complain about our bill. Please see section 16 (Complaints) for details of how to complain about our bill.

8.9 You have the right to challenge our bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

8.10 We only accept payments from mainstream banking systems through an Informal Value Transfer System (IVTS).

8.11 By engaging in our services, you agree to take responsibility for ensuring that all post sent to us by you is adequately stamped. In the event that we receive post from you with insufficient postage, we reserve the right to charge you the additional postage costs incurred. Should this become necessary, we will also charge you an administrative fee of £10 plus VAT.

9 Confidentiality

9.1 We will keep your information confidential, unless:

9.1.1 you consent to the disclosure of that information;

9.1.2 disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or

9.1.3 these Terms of Business state otherwise.

9.2 Examples of organisations we may be required to disclose your information to include:

9.2.1 the National Crime Agency;

9.2.2 domestic and international tax authorities; and

9.2.3 regulatory authorities.

9.3 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.

9.4 Sometimes we ask other companies or people to carry out business support functions on our files to help us deliver efficient, cost-effective legal services.

9.5 We may also ask other companies or people to provide specific business and compliance support, for example:

9.5.1 cloud based IT services;

9.5.2 data protection officer or data protection compliance lead external file auditing and compliance.

9.6 We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations.

9.7 External organisations such as the Information Commissioner's Office, Lexcel or Conveyancing Quality scheme auditors and the SRA 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. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.

9.8 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 in writing as soon as possible.

10 Privacy and data protection

10.1 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.

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

10.3 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. Please contact us if you would like us to send a copy of our Privacy Policy to you.

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

10.5 Where AI tools process personal data, this will always be done in accordance with our data protection obligations and our Privacy Policy, and your information is not shared externally or used to train public AI systems. If you have any concerns about our use of AI or would prefer that we do not use such tools when working on your matter, please let us know in writing.

10.6 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.

10.7 We may use your personal data to send you updates (by email, text, 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 or products. You have the right to opt out of receiving promotional communications at any time, by:

10.7.1 contacting us by emailing us on stop@hansells.co.uk;

10.7.2 using the 'unsubscribe' link in emails; and

10.7.3 using the 'STOP' option in texts.

11 Banking and related matters

11.1 Our client account

11.1.1 Unless agreed otherwise, we hold client money in various accounts with UK banks regulated by the Financial Conduct Authority (FCA).

11.2 Changes to our bank details

11.2.1 We will never tell you about changes to important business information, such as bank account details, by email. Please inform 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.

11.3 Payment of interest

11.3.1 We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.

11.3.2 We will not pay interest:

(a) on money we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe;

(b) where the amount of interest is less than £50;

(c) where we agree otherwise, in writing, with you or the third party for whom the money is held.

11.3.3 Please ask us if you would like to see our written payment of interest policy.

11.4 Bank failure and the Financial Services Compensation Scheme

11.4.1 We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

11.4.2 The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £120,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

11.4.3 The limit is £120,000 per banking institution. If you hold other personal money in the same banking institution as our client accounts, the limit remains £120,000 in total. Some banking institutions have several brands. The compensation limit is £120,000 per institution, not per brand.

11.4.4 The FSCS also provides up to £1.4 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.

11.4.5 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.

11.4.6 More information about the FSCS can be found at fscs.org.uk.

11.5 Receiving and paying funds

11.5.1 Our policy is to only accept cash up to £500. 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 establish the source of the funds and this could also cause delays.

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

11.5.3 Where we have to 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.

12 Prevention of money laundering, terrorist financing and proliferation financing

12.1 To comply with anti-money laundering, counter-terrorist financing, and counter-proliferation financing requirements, we are likely to ask you for proof of your identity and

we may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

12.2 You agree that we may make checks using online electronic verification systems or other databases as we may decide.

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

12.4 We will charge you for these identification and verification checks - we will confirm the cost in our Engagement Letter.

12.5 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. The Firm cannot proceed without source of funds and source of wealth evidence which meets the satisfaction of the Firm. Failure to provide the same will result in the Firm being unable to continue to act for you due to the inability to comply with the law.

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

12.6.1 with your consent; or

12.6.2 as permitted by or under another enactment.

12.7 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, terrorist financing or proliferation 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.

12.8 Subject to section 7 (Our liability to you), 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, terrorist financing and/or proliferation financing legislation.

12.9 In the event that we are unable to comply with our legal obligations in relation to the Money Laundering regulations 2017 we reserve the right to cease acting for you and the retainer will be terminated.

13 Financial services

13.1 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at fca.org.uk/firms/financial-services-register.

13.2 We are not authorised by the Financial Conduct Authority (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.

13.3 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.

13.4 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.

14 Professional indemnity insurance

14.1 We have professional indemnity insurance giving cover for claims against us. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be provided on request.

14.2 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.

15 Unregulated services

15.1 All services provided by Hansells are regulated by the SRA and covered by:

15.1.1 our professional indemnity insurance - see section 14 (Professional indemnity insurance); and

15.1.2 (if you are eligible) the SRA Compensation Fund - this is a discretionary fund for making grants to people for loss caused by dishonesty, hardship caused by a failure to account for money, or an uninsured loss (which should have been covered by professional indemnity insurance).

16 Complaints

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

16.2 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/). You can also request a copy by contacting Mark Scott by telephone on 01603 751984, by email via complaints@hansells.co.uk or by post

to Cambridge House, 26 Tombland, Norwich, NR3 1RE. Our complaints procedure aligns with the Legal Ombudsman's Model Complaints Resolution Procedure. Making a complaint will not affect how we handle your matter.

16.3 What to do if we cannot resolve your complaint

16.3.1 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. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1 million, a trustee of a trust with an asset value of less than £1 million, or if you fall within certain other categories (you can find out more from the Legal Ombudsman). The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.

16.3.2 Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

(a) within six months of receiving our final response to your complaint; and

(b) no more than one year from the date of the act or omission being complained about; or

(c) no more than one year from the date when you should reasonably have known there was cause for complaint.

16.3.3 If you would like more information, you can contact the Legal Ombudsman by:

(a) Visiting: legalombudsman.org.uk

(b) Telephone: 0300 555 0333 between 10.00 to 16.00

(c) Email: enquiries@legalombudsman.org.uk

(d) Post: Legal Ombudsman, PO Box 6167, Slough, SL1 0EH

16.3.4 Alternative dispute resolution (ADR) bodies exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. We are willing to enter into an ADR process.

16.4 What to do if you are unhappy with our behaviour

16.4.1 The Solicitors Regulation Authority (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.

16.4.2 The SRA's website (sra.org.uk) contains information on raising concerns about solicitors and law firms.

17 Terminating your instructions

17.1 You may terminate our appointment at any time by giving us notice in writing. We can keep all your papers and documents while there is still money owed to us for our charges or disbursements.

17.2 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.

17.3 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 the Engagement Letter.

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

18 Storage and retrieval of files and documents

18.1 We may create and hold client files in hard copy (paper), electronically or a combination of both.

18.2 We normally store client files (except any of your papers you ask to be returned to you) for 7 years after we send you our final bill. Unless you instruct us to the contrary, we will store your file electronically only and will destroy our paper file. We store the file on the understanding that we may destroy it after 7 years. We will not destroy original documents such as wills, deeds and other securities that we have agreed to hold in safe custody, but we may, on reasonable notice, send them to you for safekeeping.

18.3 We will charge a fee for storing original documents in safe custody, e.g. wills and title deeds. We will notify you of our storage rates at the appropriate time. If we prepare a deed or a will for you, we will store it free of charge.

18.4 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.

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

18.5.1 time spent retrieving the file and/or documents and producing it to you;

18.5.2 reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or

18.5.3 providing additional copies of any documents.

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

19 Signature

Please sign, date, these Terms of Business. This page is to be retained for your own records.

Signed by or on behalf of client:	.....
Name of person(s) signing these Terms of Business:	.....
Position or role of person(s) signing these Terms of Business, if not the individual client:	.....
Date:	.....