

1. Introduction

- 1.1. Thank you for instructing us to act for you. It is important that you have confidence in us when you seek our assistance. We therefore aim to give you reliable high quality professional services that demonstrate a thorough knowledge of the law and a clear understanding of your needs.
- 1.2. When you instruct us and we agree to act for you a contract is created between us, Moore Barlow LLP, and you which is subject to a wide variety of rules and regulations, both professional and statutory. In addition, we may work according to certain approved methods or standards.
- 1.3. This document sets out our standard terms of business. These terms will apply unless otherwise agreed in writing.
- 1.4. We usually supplement these terms of business with a letter of engagement ("the Engagement Letter") which sets out the specific terms of our engagement. The Engagement Letter will override these terms of business in the event of any inconsistency. We may need to provide further information to you depending on the nature of your instructions.
- 1.5. We specifically draw your attention to paragraph 20 below which sets out the scope of our liability.
- 1.6. If you have already asked us to start work for you, e.g. by giving you initial advice or by acting in an emergency, we have done so on the understanding that, unless otherwise agreed, these terms apply from your initial instructions.
- 1.7. This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy.

1.8. Moore Barlow

Moore Barlow provides legal services in England and Wales, is authorised and regulated by the Solicitors Regulation Authority (SRA) and is subject to the SRA Standards and Regulations which you can access:

On the SRA website at: www.sra.org.uk/solicitors/standards-regulations.

By calling: 0870 606 2555 (inside the UK), 09.00 to 17.00, Monday to Friday

By writing to: the Solicitors Regulation Authority, The Cube, 199 Wharfedale Street, Birmingham, B1 1RN or DX 720293 BIRMINGHAM 47.

- 1.9. We maintain professional indemnity insurance in accordance with the rules of the SRA. Details of the insurer and the territorial coverage of the policy are available for inspection at our offices.
- 1.10. In these terms of business 'we' or 'our' or 'us' or 'the firm' refers to Moore Barlow LLP ("the LLP") a limited liability partnership incorporated under registration number OC335180 registered office at Gateway House, Tollgate, Chandlers Ford, Eastleigh, SO53 3TG. Any business conducted with us is solely with the LLP and the LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No member, partner, principal, employee, associate or consultant of the LLP will have any personal liability for work undertaken for you. If a member, partner, principal, employee, associate or consultant signs in his or her own name any letter or other document in the course of carrying out that work it does not mean he or she is assuming any personal legal liability for that letter or document.
- 1.11. We use the term 'partner' or "partners" to refer to a member or members of the LLP. A list of the members of the LLP is available on request.

- 1.12. If you have any queries in relation to anything in these terms or our engagement documentation, please speak to the person handling your matter.

2. Responsibility for your work

- 2.1. At the time of instruction of each matter we will confirm the name and status of the person who will deal with the matter.
- 2.2. Where relevant we will also confirm the name and status of his or her supervisor and if appropriate the partner who is responsible for your work either directly or with overall departmental responsibility.
- 2.3. To ensure your instructions are progressed it may be necessary for other members of the relevant department to work or assist on your matter. If they are to perform a continuing role, we will inform you who they are.
- 2.4. Your main point of contact will be the person named as dealing with your matter/s. In his or her absence, please refer to any member of the team or department for assistance.

3. Your Instructions and our advice

- 3.1. Your instructions are confirmed by these Terms of Business and the "Engagement Letter" you will receive with them. The two together form the basis upon which we accept those instructions and our contract with you.
- 3.2. It may be that we will exclude certain aspects from the scope of your instructions. If so, these will be set out in the "Engagement Letter".
- 3.3. Our standard exclusions are set out below. They may only be overridden or added to by notice from us in writing:
 - 3.3.1. **Tax advice:** Except for personal finance matters, on which our private client team are instructed, tax advice is specifically excluded from our retainer and you should consult a tax expert on any tax issues arising. We can recommend a tax expert to you.
 - 3.3.2. **Financial:** We make no comment on the financial or commercial viability of any agreed terms you have negotiated, nor on the amount of any property valuation.
 - 3.3.3. **Property:** We make no comment on the state and condition of any property and its services, nor on the contents of any valuation or survey sent to us, save for any part requiring specific legal comment. If you are in any doubt, you should consult a surveyor or structural engineer or other expert as appropriate.
 - 3.3.4. **Environment:** We will carry out an environmental search for a residential purchase, unless you have no lender and you instruct us in writing not to. We will only carry out such a search for a commercial matter if you instruct us to do so. We will supply copies of any search carried out to you and your lender (if any), but we will not make any comment on, nor attempt to interpret, the results. If you are in any doubt you should consult an appropriate environmental expert.
 - 3.3.1. **Accountancy:** Accountancy advice and services are specifically excluded from our contract with you and you should consult an accountancy expert on any such issues arising. We make no comment on the appropriateness of, or requirement for any accounting measures arising from your matter. We can recommend an accountancy professional to you.
- 3.4. Any advice we give will be provided solely to the entity which or individual who instructs us as our client and solely for the purpose for which we were instructed.

- 3.5. Our advice may not be used or relied on for any other purpose or by any other person without our express prior written agreement.
- 3.6. Our advice may not be disclosed to any other person without our express prior written agreement.
- 3.7. We may transfer our rights and obligations under these Terms of Business to another organisation, and we will always notify you in writing if this happens, but this will not affect our rights or obligations under these Terms of Business.
- 3.8. Unless expressly stated, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the retainer. No person who is not a party to the retainer shall have the right to enforce any term of it.
- 4. Fees**
- 4.1. At the time of instruction we will discuss fees and the likely costs involved with you. We will either confirm our fees and any likely expenses for the matter or, where possible, give you our best estimate of these in the Engagement Letter.
- 4.2. At the beginning of a matter it is not always possible to give a realistic estimate of the overall costs. If we are unable to give you an estimate at the start, we will do so as soon as we can.
- 4.3. Where we give you an estimate this is based on the amount of time we anticipate we will spend on your matter/s and our hourly rates. Our time is charged in minimum six minute units.
- 4.4. In the Engagement Letter we will confirm the specific hourly rate or rates applicable to your matter, where appropriate, or our estimate. We will also confirm details of any expenses or the fees of others (e.g. barristers, witnesses, experts) that are known at that time.
- 4.5. Unless otherwise stated in the Engagement Letter our estimate includes our time, any meetings with you, any barrister or expert that we use on your behalf and any other parties or witnesses; drafting letters and documents; perusing and analysing any letters and documents received from you or anyone else in connection with your matter; and all telephone calls including both those made by and received by us.
- 4.6. Any estimate will not be fixed and will be based on the current information we have. Various factors may increase the estimate and/or our hourly rate such as: - particular urgency, greater complexity, more work required than expected, unsocial hours of working, the value and /or monetary importance of the subject matter involved.
- In particular, while we will suggest various points to be included within the documentation that we will prepare you may choose to deal with additional points, which may involve us carrying out extra work. Similarly the position taken by the other parties and advisers may significantly affect the number of issues which we need to deal with and in the event that the other parties cause the matter to become protracted, then our fees may reflect this.
- We will advise you if and when any of these factors or events occurs.
- 4.7. Fees, expenses and disbursements are payable by you whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed, then we are entitled to charge for work done on the basis set out in these terms.
- 4.8. If you wish to agree limits on our fees and the expenses which are not to be exceeded without your agreement, please contact the person dealing with the matter.
- 4.9. We will keep our estimate under review as the matter progresses.
- 4.10. We reserve the right to:
- 4.10.1. submit for payment interim bills for our fees and expenses on a monthly basis unless otherwise agreed with you in writing;
- 4.10.2. ask you for money in advance to cover likely expenses;
- 4.10.3. deduct, at any time, money you owe us from any money we receive for you and which is due to you;
- 4.10.4. stop acting if you fail to pay.
- 4.11. Bills are payable upon delivery. Our final bill is payable either on completion of the matter or on delivery, whichever is the sooner. We will charge interest at 4% above the base rate applicable at the time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.
- 4.12. Our fees and the expenses are exclusive of VAT which will be added to them where applicable.
- 4.13. If someone else has agreed to pay our fees and expenses, but does not do so, you are still responsible for them.
- 4.14. We review our hourly rates annually. If this results in changes to the fees indicated to date, we will discuss this with you and confirm the position in writing.
- 4.15. You have the right under the Solicitors Act 1974 to challenge the amount of our bill whether for non-contentious or contentious work. Details of your rights in this respect will also be given to you on the bill.
- 4.16. You are entitled to challenge our bill (as per paragraph 4.15 above) within one month (unless we agree otherwise with you in writing) of delivery of our bill or notifying you of our fees and expenses by applying to the Court under Part III of the Solicitors Act 1974.
- 4.17. You may also have the right to challenge our bill by making a complaint to the Legal Ombudsman as to which please see paragraph 23 below. The Legal Ombudsman may not deal with a complaint about a bill if you have applied to the Court for an assessment of it.
- 4.18. We are entitled to interest on the amount outstanding on any bill. These provisions also apply where we deduct our costs (except expenses) from money we hold for you.
- 4.19. These provisions also apply where we deduct our costs (except expenses) from money we hold for you.
- 4.20. We are obliged by the rules of the SRA to transfer funds from any monies we hold on your behalf (including monies collected during the administration of an estate) in settlement of a bill that has been raised, within 14 days of the date of the bill delivered to you unless that money is held for another purpose.
- Expenses**
- 4.21. We will usually pay small items of expense, e.g. search fees or travel, on your behalf and include them in our next bill. However, where the expenses are more substantial, e.g. the fees of barristers or accountants, we will ask for money in advance to cover the expense.

Payments on account

- 4.22. It is normal practice to ask clients to pay monies on account of anticipated expenses and fees, both at the beginning of the matter and as it progresses. We have no obligation to make any payments on your behalf unless you have provided us with the funds for that purpose.
- 4.23. The engagement documentation will set out the initial amount we require in order to start work on your matter. Thereafter, we will update you as appropriate on costs and whether further payments on account are required.
- 4.24. Any payments you make will be taken into account against our bills to you and in determining any final sum due from you to complete the matter.
- 4.25. Our policy is only to accept cash up to £2,000 from clients. If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge you for any additional checks we deem necessary to verify the source of the funds. Unless agreed otherwise with you all funds received in connection your matter will be held in a pooled client account subject to the provisions of the SRA Accounts Rules 2019.

Legal Aid

- 4.26. We carry out work under the legal aid scheme only in relation to limited types of matters. We will discuss this with you if it is appropriate and will explain this in more detail in the engagement documentation.
- 4.27. If you think you may qualify for legal aid for your matter, please inform us immediately and we will discuss the matter with you. If you wish, we will recommend a firm which could act for you under the scheme.

Legal expense insurance or other provision

- 4.28. If your instructions relate to a claim, we advise you to check all your current insurance policies, any memberships you have such as union or pension memberships and also credit card insurances. You may have insurance or other provision to cover this claim and/or your legal costs. If you do have such insurance or provision, please inform us immediately and we will discuss the matter with you.
- 4.29. It is also possible to take out a special insurance policy to help with the legal costs and risks of litigation. This is called "After The Event Insurance". Contact us if you want to discuss this further.

Legal costs in disputed cases

- 4.30. If you decide not to proceed with your case before Court proceedings are commenced, or if the case is settled before then, there is no rule of law requiring the other party in your case to make any payment towards your legal costs. You are unlikely to recover your legal costs unless a negotiated settlement specifically includes a provision about them.
- 4.31. The general rule is that the winner at trial is paid a part of his or her legal costs by the unsuccessful opponent (whether they are the claimant or the defendant). However, this is not automatic and the Court has discretion in deciding what costs order to make. Whatever the outcome, you will remain liable to pay our fees and expenses unless and until they are paid by the other party.
- 4.32. There are other points to consider:
- 4.32.1. the other party may refuse to comply with the order to pay your costs. If they do not pay, you will have to try to enforce the costs order through the Court. This will take time and incur more expense, not all of which is necessarily recovered from the other party. There is no guarantee that the money will be recovered from the other party in any event;
- 4.32.2. the other party may simply become untraceable, an individual may become bankrupt or a company may become insolvent. If this happens, you will not be able to recover the money due to you. This is why it is important that you consider now, whether the other party involved in your case has enough

money to pay you any compensation and also your legal fees;

- 4.32.3. the Court has a very wide discretion over the costs of the case. The Court may order you to pay the costs of some parts of the case, even if you are successful overall in the proceedings;
- 4.32.4. if you lose the case, the Court has power to make an order that you pay some or all of the other person's costs.
- 4.33. Increasingly, the Court will order costs to be paid if you lose any particular application during the course of the proceedings and should such orders be made we will advise you accordingly. Please note that if you are ordered to pay and you do not do so, the Court may not permit you to continue the proceedings.
- 4.34. Even if you win you may not recover all our fees and expenses from the other party because the Court may not order full payment, or for some reason the other party is unable to pay, or the other party has a legal aid certificate. You will have to pay us if the other party does not. If your matter is covered by employment law, you should note that Employment Tribunals seldom make any award for fees and expenses in favour of a successful party.
- 4.35. Interest can be claimed from the other party on fees and expenses which the Court orders to be paid from the date of the order until payment. We are entitled to set that interest against any money owed to us by you and we will then pay you any balance.

5. Timescale

The timescale for each matter will be discussed with you at the time of instruction and where possible agreed with you. In certain cases, e.g. disputed cases or probate matters, it may be too early to give an accurate timescale for the matter. If Court/Tribunal proceedings are issued, the timescale will be governed by the Court/Tribunal timetable. We will keep you informed as to progress.

6. Reporting

- 6.1. We will report to you on progress during the conduct of the matter. In particular, we will inform you when important stages are reached. If there is any particular aspect you wish to be notified of, please let us know.
- 6.2. Once the matter is completed we will not remind you of any important post-completion dates unless you give us written instructions to do so. If you do not, it is your responsibility to take note of such dates and any action needed.
- 6.3. For some types of work we may provide you with additional information as to the usual stages involved for your reference.
- 6.4. Regrettably delays sometimes occur. In such situations, whilst we will do our best to expedite matters, there may well be unexpected changes or aspects of the matter that are outside our control and for which we cannot be held responsible.

7. Bank fraud and Cyber-crime

- 7.1. As a result of the increased risk posed by cyber-crime especially in relation to bank account details, please note the following terms carefully.
- 7.2. The bank details of Moore Barlow will not change during the course of your matter.
- 7.3. If you do send funds to us using details that we have provided to you by email then please telephone us first **before** sending the funds. Where you request us to send funds to you electronically we will ask you to verify the account details with us by letter or by phone using a phone number which you have given to us and on which we have spoken to you previously.
- 7.4. When we request payments from you that are to be paid directly to our bank account we will provide you with our bank

details and to guard against fraud we take certain precautions when accepting funds from you or on your behalf or making payments to you or to a third party on your behalf.

- 7.5. If you receive an email or other communication attempting to amend our bank details, please contact the individual dealing with your matter by telephone (do not use any contact number contained in any such email/communication, but refer to our website). If he or she is not available please speak with another member of staff and, do not make any transfer of funds until you have done so.
- 7.6. If you change the account that you wish to use for the matter, we will need to speak with you and may need to carry out additional checks before we can proceed. If you change the source of funds being used for your matter, including funds coming from a third party, the position is the same. These changes may delay your matter.
- 7.7. Please ensure you check our email address corresponds with our initial email to you on your matter.
- 7.8. Please be vigilant when opening emails, attachments or links and when responding to any requests for your bank details.
- 7.9. We will not accept responsibility for any losses arising from your transfer of funds to an incorrect bank account against our above advice, including any losses arising from your inability to complete a matter due to any such diverted transfer.
8. **Confidentiality**
- 8.1. Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. Whilst we will maintain strict confidentiality in regard to your work generally, we are subject to a number of legal and regulatory requirements and may have to disclose information to certain authorities. In particular, the Solicitors Regulation Authority and HM Revenue and Customs have power to inspect our books, records, and client files. In addition, our accountants are required to inspect our books for the purposes of regulatory compliance. We may also disclose information to our professional insurers, brokers, auditors or professional advisers.
- 8.2. Your file may be examined by external firms or organisations for regulatory or quality assurance purposes. These external firms or organisations are required to maintain confidentiality in relation to your files.
- 8.3. It may be necessary for us to instruct third parties, e.g. barristers, accountants, medical experts, enquiry agents, or to communicate with organisations such as the Courts or other official agencies on your behalf. We will only do so for the proper conduct of your matter.
- 8.4. The extent of the information we will need to disclose will depend upon the services you require. In some situations, this may include special categories of personal data. We will only do so for the proper conduct of your matter. Please see our Privacy Policy for further detail.
- 8.5. In some cases, other third parties may also require access to review your file. This may include any company with whom you take out insurance against costs liability as it is normal under such a policy for the insurer to require access to the file to ensure it is being handled in accordance with the policy conditions. By entering the insurance contract with the insurer you will normally agree to such access. Alternatively, if an organisation has agreed to fund your costs, e.g. a Union then they may also require updates and/or access to your file.
- 8.6. If a third party requests access to documents that we hold about you or asks to interview us in connection with legal services that we have provided to you then we may be required, as a matter of law, to comply with this request. You will be responsible for our fees, disbursements and expenses if we have to deal with such a request.
- 8.7. In order to maintain our specialist knowledge, we may copy and store legal advice given by us (and any third party

instructed by us), documents or other legal knowledge. Where we do this, we will ensure that any confidential information remains confidential.

- 8.8. In addition to the above, in order to enable us to provide our services to you where processing personal data is necessary for our legitimate interests, we may:
 - 8.8.1. outsource the provision of IT support and our administration operations, the typing and production of some documentation;
 - 8.8.2. from time to time provide some information about you and your matter to suppliers of business management services or computer software to help us develop our management systems and maintain our high standards of service;
 - 8.8.3. carry out client satisfaction surveys using specialist outsourced services.
- Where we do pass your confidential information to third parties, we have in place suitable confidentiality obligations and requirements to protect your information. If you would like more information about what details are disclosed please let us know.
- 8.9. Specific requirements are set out below in relation to data protection (Privacy), money laundering and email communication.
 - 8.10. See also paragraph 9 of these terms in relation to our Privacy Policy and our duties under the Data Protection Legislation (defined below).
 9. **Privacy**
 - 9.1. For the purpose of this paragraph, "Data Protection Legislation" shall mean applicable privacy and data protection laws including the General Data Protection Regulation (EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications as amended, replaced or updated from time to time, including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).
 - 9.2. Both we and you will comply with all applicable requirements of the Data Protection Legislation. This paragraph 9 is in addition to, and does not relieve, remove or replace, either our obligations or your obligations under the Data Protection Legislation.
 - 9.3. You acknowledge that for the purposes of the Data Protection Legislation, we are the controller of personal data (where **controller** and **personal data** have the meanings as defined in the Data Protection Legislation).
 - 9.4. How we will use your personal data. We may process your personal data for the following purposes:
 - 9.4.1. verification of your identity or of officeholders of your organisation;
 - 9.4.2. the provision of legal services;
 - 9.4.3. the payment of legal services;
 - 9.4.4. the administration of files and records;
 - 9.4.5. trust administration;
 - 9.4.6. property management;
 - 9.4.7. transfers of data between other professionals and advisers notified to us by you;
 - 9.4.8. the marketing and promotion of our services; and
 - 9.4.9. legal compliance.
 - 9.5. We may also process your special categories of personal data (as defined by the Data Protection Legislation) for the

purposes specified above. We will not process your special categories of personal data for any other purpose without your express consent unless permitted or required by law or other regulatory requirements to do so.

9.6. We only process your personal data when a condition set out in the Data Protection Legislation applies. This will normally be because of the contract between us. Following the end of our retainer we may continue to process your personal data in accordance with the Data Protection Legislation or when legally permitted to do so.

9.7. Depending upon the nature of the work carried out for you, your personal data may be transferred outside the European Economic Area (EEA) where the data protection regulations may not offer the same protection as within Europe. If you would prefer that we did not transfer your personal data outside the EEA, please write to the person handling your matter set out in the Engagement Letter.

9.8. We may from time to time provide your data to a third party for the purpose of tracing your whereabouts to return any sums due to you or to recover our fees due. We may also use your information to search the files of credit reference agencies who may record credit searches on your file.

9.9. For more details about how we process personal data, including the legal basis for processing, the criteria we apply to retaining your personal data and your rights as an individual, please see our Privacy Policy which can be found on our website at www.moorebarlow.com.

9.10. See also paragraph 8 of these terms in relation to our duty of confidentiality to you.

10. Instructions and Communications

10.1. We will assume that whoever gives us instructions to provide legal services has actual authority to do so and we will be entitled to rely on any information provided to us by that individual.

10.2. Where we are jointly instructed by you and another client or clients, we will assume that any one of you is authorised to provide us with instructions unless you advise us otherwise.

10.3. In order to progress your matter we need your help and therefore ask that you:

- 10.3.1. provide us with clear, timely and accurate instructions
- 10.3.2. respond to our communications promptly
- 10.3.3. provide money in advance when requested
- 10.3.4. tell us your contact details if they change
- 10.3.5. tell us if you will be unavailable for any reason
- 10.3.6. provide all documentation and information that we reasonably request in a timely manner
- 10.3.7. safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party
- 10.3.8. send us any evidence of identification that we may require (please see paragraph 14. of these terms below)
- 10.3.9. send us any evidence of the source of funds being used in your matter that we require where relevant.

If you do not, this may cause delay, increase costs or prejudice your matter if deadlines are missed.

10.4. Please let us know if you have a preferred method of communication. Unless you advise us otherwise, we will use whatever method of communication appears appropriate in the circumstances. This will include sending communications by email, as to which please see paragraph 11 of these terms below.

11. Email communications

11.1. Email communications with you are on the basis that you accept the risks involved, including that:

- 11.1.1. email is not a secure means of communication and our messages to one another could be read, changed or deleted by third parties without either your or our knowledge
- 11.1.2. certain types of attachment may be caught in our firewall
- 11.1.3. there may be delay in receiving email and receipt is not guaranteed
- 11.1.4. differences between our systems may cause text to be indecipherable or lost
- 11.1.5. whilst we make every effort to ensure that we do not transmit viruses through the use of virus checking software and a computer firewall system, viruses may be transmitted via email. Accordingly, you should ensure that you have appropriate virus protection in place to safeguard your systems.

11.2. We do not accept liability for any loss caused as a result of communication via email, including for breach of confidentiality.

11.3. To protect our computer system certain types of attachment may be caught in our firewall. If you wish to send attachments, please ensure they are of a size and type that will not be caught by our firewall, as delay may occur in these circumstances. No liability is accepted by us for this.

11.4. We reserve the right not to give undertakings on your behalf, nor accept them from other solicitors by email.

11.5. There may be certain instructions from you that we will not accept from you by email. We will advise you accordingly in such a situation.

12. Data Rooms

12.1. Whilst we are willing to use third party data rooms for sharing documentation with you and other parties involved in your matter, this is on the basis that you accept the risks involved, including that:

- 12.1.1. data rooms are not necessarily a secure means of document sharing, and documents could be read, changed or deleted by third parties without either your or our knowledge;
- 12.1.2. it is possible that viruses may be transmitted via the data room. Accordingly you should ensure that you have appropriate virus protection in place to safeguard your systems;
- 12.1.3. we do not accept liability for any loss caused as a result of using a data room to share documentation with you, including for delay and breach of confidentiality.

12.2. Where additional terms apply to the use of data rooms, a copy will be provided to you. Use of a data room is subject to your acceptance of those terms.

13. Social media

13.1. Whilst we are willing to communicate with you via social business media such as LinkedIn we do so on the following basis:

- 13.1.1. there may be delay in receiving communications via social media and receipt is not guaranteed;

- 13.1.2. social media is not a secure means of communication and our messages to one another could be read, changed or deleted by third parties without either your or our knowledge. Accordingly, we will not communicate with you via social media in relation to any legal work we may be doing, or have done, on your behalf;
- 13.1.3. viruses may be transmitted via social media. Accordingly you should ensure that you have appropriate virus protection in place to safeguard your systems;
- 13.1.4. we do not accept liability for any loss caused as a result of communicating via social media with you, including for delay and breach of confidentiality;
- 13.1.5. if you wish to instruct us, or provide information to us about those instructions via social media, you do so on the basis that you fully accept the risks associated with such media. We reserve the right to request separate confirmation from you as to those instructions/information via an alternative method of communication outside of social media;
- 13.1.6. we may invite you to connect with us via social media, but this is on the understanding that it is entirely your choice whether you do so and is on the basis set out above.
- 13.2. We reserve the right to cease acting for you if you use social media to post malicious or defamatory comments about the firm or anyone employed by the firm.
14. **Money Laundering**
- 14.1. To comply with the law on money laundering, we may need to obtain evidence of your identity. If such evidence is required we will advise you at the beginning of your matter and generally we will not be able to start work until we have obtained satisfactory evidence of your identity.
- 14.2. We normally use a combination of evidence from an on-line information provider together with documentation from you. The on-line information provider may check the information you provide against any databases to which they have access, including credit reference agencies, in order to carry out the verification we require. This is not a credit reference check and will therefore not affect your credit rating, however, it will leave a neutral reference. We confirm that we use this information solely for the purpose of verifying your identity. We may access the result of the check for audit purposes.
- 14.3. In some cases we may also require evidence of identity of others connected to you, e.g. where a family member or associate is providing funds to complete a transaction, or where someone has agreed to pay our bill.
- 14.4. If we are unable to obtain satisfactory evidence in this way, we will contact you to discuss the alternative or further evidence we will need from you to meet the legal requirements.
- 14.5. You have the right of access to your personal records held by such information providers referred to above. If you require details of the agency we have used and how they use and share data, please let us know.
- 14.6. We may need to obtain evidence from you of the source of funds being used in your matter in order to meet our obligations under the relevant legislation. If we do then we will refer to this in the engagement documentation relating to your matter. If you are unable or unwilling to provide that evidence we may not be able to continue to act for you on the matter.
- 14.7. We reserve the right to charge for the cost incurred by us in ensuring compliance with the money laundering legislation.
- 14.8. The obligation to keep the affairs of the client confidential (see paragraph 8 above) is, however, subject to a statutory exception: legislation on money laundering and terrorist activities requires us to report to the National Crime Agency certain information acquired in the course of acting for a client that gives rise to knowledge or suspicion of money laundering or terrorist activities. If this happens, normally we will not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits us from doing so. In extreme circumstances we may be required to stop acting for you without giving a reason for doing so. Provided our decisions are made in good faith we will not be liable to you for any loss arising from us acting in accordance with these legal requirements. Where the law permits us to do so we will tell you about any potential money laundering problem and explain what action we may need to take.
15. **Anti-bribery and Corruption Laws**
- 15.1. We have an anti-bribery and anti-corruption policy and associated procedures which apply to all our employees or third parties working on our behalf and to all our business dealings and relationships, including those with our clients.
- 15.2. The policy prohibits the giving of, offering, promising to give or offer, receiving or agreeing to receive, a payment, gift or transfer of anything of value. This includes the provision of any service, hospitality or entertainment, on our behalf, for the purpose of improperly obtaining or retaining business or for any improper purpose or business or personal advantage or with the expectation or hope that such an advantage will be obtained, or to reward an advantage already given.
- 15.3. The policy specifically prohibits such payments, gifts or transfers of anything of value in any dealings with government officials or representatives, politicians or political parties.
- 15.4. We expect anyone providing services to or seeking to win business from us, to have similar policies.
- 15.5. A copy of our anti-bribery and anti-corruption policy is available on request.
16. **Investment and insurance distribution activities**
- Investment**
- 16.1. We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000 (FSMA), but we are able, in certain circumstances, to offer a limited range of investment services to clients because we are members of the Law Society, which is a designated professional body for the purposes of FSMA and we are authorised and regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.
- 16.2. As we are not authorised by the Financial Conduct Authority we may refer you to someone who is authorised to provide any necessary advice. If and when appropriate, we will inform you accordingly.
- Insurance Distribution activities**
- 16.3. 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 is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk/firms/financial-services-register.
- 16.4. When we arrange insurance for you we do so as an insurance distributor.
- 16.5. We are not contractually obliged to do a full market analysis in providing recommendations for insurance products. A list

of the insurers we conduct business with is available on request.

16.6. The Law Society of England and Wales (The Law Society) is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers.

16.7. If you are unhappy with any investment or insurance advice you receive from us you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman.

17. Papers and documents

17.1. We are entitled to keep all your papers and documents (including any held electronically) until our final bill is paid. Generally you may then collect your papers unless, e.g. your lender has told us to keep them.

17.2. We will process your data for the duration of the matter and thereafter will retain the data relating to the specific matter, including the personal data within it in accordance with our Privacy Policy

17.3. We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, regulatory or reporting requirements.

17.4. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

17.5. Any hard copy files for matters that do not proceed may be destroyed immediately.

17.6. Important documents such as deeds, Wills or securities not sent to you or your lender (where appropriate) will be kept separately in safe custody. There are no storage charges. We may charge you if you ask for any retrieval from storage based on the time spent to deal with your query. We may charge you if additional copies are required.

17.7. Any deeds that we are holding and which are required as security for a loan cannot be released to you without the permission of your lender.

17.8. Unless we agree otherwise, we retain the copyright in any documents we prepare for you. You may use such documents only for the purposes for which they were prepared for you.

18. Holding money for you and receiving commissions or other payments

18.1. Any funds held by us on your behalf (other than in respect of invoiced fees or expenses) will be held for you in a separate account reserved for clients' money, and will usually attract interest. We will account to you for the interest when it is fair and reasonable to do so bearing in mind all the circumstances. In some instances we are required to settle outstanding fees out of money held for you and we reserve the right to do so in paragraph 4.10.3 above. There may be an administration charge for certain transactions where it is fair and reasonable bearing in mind all the circumstances e.g. large numbers or complex transactions.

18.2. Please note that we do not account for interest under £50, or for interest accruing on funds held in our client account to cover charges for work which we have undertaken.

18.3. Interest on funds deposited with us will be paid gross. You are responsible for accounting for any tax liability on interest received by you on funds deposited with us.

18.4. We may become entitled to a commission e.g. if we are asked to arrange insurance business for you, or other financial benefits under referral agreements or similar arrangements.

As a general rule, to the extent that we have no unrecoverable costs and subject to charging a handling fee, we will pay this to you unless the administration costs exceed the value or a different arrangement has been made with you. Further information on commissions, payments under referral arrangements or other financial benefits and how they will be accounted for, will be set out in full in the Engagement Letter where this is relevant to your matter.

19. Banking – Protection of Client Accounts

19.1. Subject to the SRA Accounts Rules, we are not responsible for loss arising from the insolvency of any bank where client funds are held. However, you may be protected by the Financial Services Compensation Scheme (FSCS).

19.2. If we make a claim for compensation under the Financial Services Compensation Scheme (FSCS) in respect of money which we hold for you we will need to give certain information about you to the FSCS to help them identify amounts to which you are entitled in our client accounts. This information will include your details, including your full name and address details and the amount in the account. We will seek your consent before providing the information required by the FSCS.

19.3. The current compensation limit under the FSCS is £85,000. This limit applies to you as an individual client.

19.4. The firm holds client funds with Coutts & Co, Barclays Bank Plc or Lloyds Bank Plc which are all regulated by the Financial Conduct Authority (FCA). If you hold personal monies with the same banks or another institution covered by the same banking licence, the compensation limit remains at £85,000.

19.5. A client account with a bank or building society holding more than £1 million is not covered under the FSCS temporary high balance rules, if that institution fails. See the FSCS website for more details: <https://www.fscs.org.uk/>.

If you require further information, you should check with your deposit-taking institution, the FCA (<https://www.fca.org.uk/>), or a financial adviser.

20. Scope of liability

20.1. If you are successful in bringing a claim against us for breach of our duties to you and are liable to compensate you agree that our liability is limited in the following respects:

20.1.1. it is Moore Barlow LLP that is liable, not an individual partner or member of staff; you agree to make no claim against an individual except for fraud;

20.1.2. our maximum aggregate liability for any mistake (except for fraud) is £3 million (unless a different amount is agreed with you in writing);

20.1.3. this overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or a similar mistake;

20.1.4. for the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake;

20.1.5. we are liable for loss that we directly cause and for any indirect or consequential loss or loss of anticipated profit or other benefit, where that total liability does not exceed £3 million. Otherwise we have no liability for any direct, indirect or consequential loss or loss of anticipated profit or other benefit;

20.1.6. we are not liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it);

20.1.7. if others are also responsible for your loss, our liability is limited to our fair share, whether or not you are able to recover the rest from the others; and

20.1.8. we are not liable for acts or omissions of agents appointed by us in good faith.

20.2. The limits in paragraph 20.1 apply to the extent that they are permitted by law, for example, we do not exclude or limit in any way our liability for fraud or exclude or limit our liability if our negligence causes death or personal injury.

20.3. If you are a business client, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from our relationship with you.

20.4. Nothing in these terms shall restrict or limit your general obligation at law to mitigate a loss which you may incur as a result of any mistake we make.

20.5. This paragraph 20 will survive the termination of our appointment.

21. Variation of these terms and other changes

These terms may be supplemented or varied at the outset in correspondence with you or subsequently by agreement with you in writing, but cannot be varied verbally. Other changes to our relationship may occur by law, changes to our rules of professional conduct or other regulation. Where this affects our retainer with you we will update you appropriately.

22. Effective date

22.1. These terms are effective from 1 May 2020 and supersede all other conditions sent to you.

23. Comments and problems

23.1. If you feel there is any way in which we can improve our service to you, please let us know. We keep under review our service to our clients and your suggestions may be very helpful. We also use surveys to obtain client feedback and would ask you to complete any such survey if you receive one from us or any agency on our behalf.

23.2. We aim to offer all clients a friendly and efficient service and we hope you will be pleased with the work we do for you. However, if any difficulty should arise, including any in relation to our fees (as to which see also paragraphs 4.15 – 4.17 above), please first raise your concern with the person responsible for your matter and, failing that, with the supervising partner who has ultimate responsibility for your work. Should you still have any queries or concerns about the service provided by us then please contact our Risk and Compliance team, either by letter, email or telephone call as follows:

Email: Complaints@moorebarlow.com
 Letter: Risk and Compliance Team, Gateway House, Tollgate, Chandlers Ford, Eastleigh, Hampshire SO53 3TG
 Telephone: 023 8071 8000

You may do this in writing (by email or letter), at a meeting or by telephone. In this latter case, we may ask you to put your concerns to us in writing to ensure we fully understand the position.

Legal Ombudsman

23.3. If for any reason we are unable to resolve the problem between us, you may raise your concerns with the Legal Ombudsman (although see paragraph 23.6 below) which is an independent complaints handling body set up under the Legal Services Act 2007. It deals with complaints of poor service by certain legal professionals, including solicitors. You may contact the Legal Ombudsman via their website at www.legalombudsman.org.uk or Helpline: 0300 555 0333, or via the websites of the Solicitors Regulation Authority at www.sra.org.uk, or Law Society at www.lawsociety.org.uk.

The Legal Ombudsman website contains information as to how they deal with complaints.

23.4. As a general rule the Legal Ombudsman will require you to have first raised your concerns with us before they become involved and you should do so as soon as possible. If, at the end of using our internal complaints handling process, you are not satisfied with how we have dealt with the matter you may raise your concerns with the Legal Ombudsman. Normally you will need to do so within 6 months of receiving our final written response regarding your complaint.

23.5. On request we will provide you with a copy of our complaints procedure.

23.6. The right to complain to the Legal Ombudsman is not open to all types of client, e.g. large commercial companies. If this affects you then we will let you know and confirm what action you may be able to take.

Solicitors Regulation Authority

23.7. As set out above, if we are unable to resolve a complaint about poor service you may refer the matter to the Legal Ombudsman. If you think we have breached an SRA Principle, you may raise your concern with the SRA. The principles govern our behaviour and details of the SRA Principles can be found at <http://www.sra.org.uk/consumers/>.

23.8. The SRA can be contacted via their website: <http://www.sra.org.uk/contactus/> or by the following means:

- Phone: 0370 606 2555 (or +44(0)121 329 6800 for international callers)
- Fax: +44 (0)121 616 1999
- Post: Solicitors Regulation Authority, The Cube, 199 Wharf Street, Birmingham, B1 1RN.

Alternative Dispute Resolution (ADR) bodies

23.9. In addition to the Legal Ombudsman, alternative complaints bodies exist (Alternative Dispute Resolution (ADR) bodies) which are competent to deal with complaints about legal services from consumers, should a client and law firm wish to use such a scheme and they are contained in a list held by the Chartered Trading Standards Institute. As with the Legal Ombudsman, these can only be used at the end of any internal complaints handling process.

23.10. You may access the list of ADR bodies at:

www.tradingstandards.uk/advice/ADRApprovedBodies.cfm

However, please note that many are industry specific and not appropriate for dealing with complaints of this nature.

ODR Platform

23.11. If we are unable to resolve your complaint, and it relates to a contract we entered into online or by other electronic means, you may also be able to submit your complaint to an approved alternative dispute resolution (ADR) provider in the UK via the EU 'ODR platform'.

23.12. The ODR platform is an interactive website offering a single point of entry for disputes between consumers and traders relating to online contracts. The ODR platform is available to consumer clients only, i.e. where you have instructed us for purposes outside your trade, business, craft or profession.

23.13. The website address for the ODR platform is: <http://ec.europa.eu/odr>.

23.14. We are not required to, and have chosen not to adopt an ADR process because we consider the service offered by the Legal Ombudsman to be the most appropriate means of resolving complaints about legal services.

Instruction of barristers

23.15. Paragraphs 23.15 to 23.19 only apply when we instruct a barrister on your behalf.

23.16. Barristers are regulated by the Bar Standards Board and must act in accordance with the Board's Code of Conduct which

contains similar provisions relating to client complaints as the SRA Code of Conduct.

- 23.17. As such, all barristers' chambers are required to have an internal complaints handling system and to ensure that you are informed of the right to complain about the service provided by the barrister either direct to the chambers or via ourselves.
- 23.18. As part of our normal instructions to Counsel (barristers), we provide your name and contact details to the chambers so that they can comply with their obligations and provide you with information about your right to complain.
- 23.19. If, at the end of using their internal complaints handling process, you are not satisfied with how Chambers has dealt with the matter you may raise your concerns with the Legal Ombudsman in a similar way as outlined above in paragraphs 23.3 and 23.4.
- 24. **Termination**
- 24.1. This sub-paragraph applies only if you did not instruct us face to face. You may withdraw any new instructions within 14 working days of giving them without incurring any fee. This right will cease if we start to act on those instructions with your consent within that time.
- 24.2. This sub-paragraph applies only if you and we have entered into the contract for our services either at your home or place of work. In this case you have the right to cancel this contract if you wish to do so. That cancellation must be provided to us in writing within 14 days of receiving our Engagement Letter. If this applies, our Engagement Letter will confirm this and provide a Notice of Cancellation for your use. However, if you would like us to start work straightaway then, even if you cancel the contract, you agree to pay for time spent and any work undertaken by us before the cancellation. In this case we will not start work until we have received the enclosed duplicate of the Engagement Letter duly signed by you.
- 24.3. Otherwise, although you may terminate our appointment at any time, you will be liable for our fees and expenses up to the date of termination.
- 24.4. Our rules of professional conduct govern in what circumstances we may terminate the contract between us

including without limitation the non-payment of bills or payments on account, or where a conflict of interest arises, either between you and us, or you and another party in the matter that was not present at the beginning of your matter. If we terminate the contract between us, we will notify you and give reasons unless we are prohibited by law from doing so.

25. **Severance**

25.1. If any court or competent authority finds that any provision of these Business Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms shall not be affected.

25.2. If any invalid, unenforceable or illegal provision of these terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

26. **Governing law**

The law of England and Wales will govern our professional and contractual relationship with you notwithstanding that you may be based, or our services provided to you, in Scotland or elsewhere.

27. **Agreement**

27.1. Whilst your continuing instructions will amount to your acceptance of these Terms of Business please sign and date the accompanying letter and return it to us immediately.

27.2. We hope that by sending this document we have addressed your immediate queries about the day-to-day handling of your work and our Terms of Business. However, if you have any queries, please do not hesitate to contact your professional adviser.

This is an important document which we would urge you to keep in a safe place for future reference.

Southampton

Gateway House
Tollgate
Chandlers Ford T. 023 8071 8000
Eastleigh SO53 3TG F. 023 8033 2205

Lymington

48 High Street
Lymington T. 01590 625800
Hampshire SO41 9ZQ F. 01590 671224

Richmond

2 The Green
Richmond T. 020 8744 0766
TW9 1PL F. 020 8332 8630

Richmond

9 The Green
Richmond T. 020 8744 0766
TW9 1PU F. 020 8948 8498

Guildford

The Oriel
Sydenham Road
Guildford T. 01483 543210
GU1 3SR F. 01483 464260

Woking

Concord House
165 Church Street East
Woking T. 01483 748500
GU21 6HJ F. 01483 729933

City of London

60 Cheapside
London T. 020 3962 7333
EC2V 6AX F. 020 3962 7444

City of London

5th Floor,
20 North Audley Street,
London,
W1K 6WE T. 020 7078 0810

Moore Barlow is the trading name of Moore Barlow LLP, which is a limited liability partnership registered in England and Wales, registration number OC335180. The registered office is Gateway House, Chandler's Ford, Eastleigh SO53 3TG.

We use the word 'partner' to refer to a member of the LLP, or an employee or consultant who is a lawyer with equivalent standing and qualifications (a non-member). A list of the members is open to inspection at our registered office, together with a list of those non-members who are referred to as partners.

Authorised and regulated by the Solicitors Regulation Authority. SRA ID: 487618.

May 2020.