

**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](http://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 Wharfside 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. 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.

3.4. Our advice may not be used or relied on for any other purpose or by any other person without our express prior written agreement.

3.5. Our advice may not be disclosed to any other person without our express prior written agreement.

3.6. 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.

3.7. 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. Costs, fees, disbursements and funding**

At the beginning of your case, we need to provide you with important information about costs and funding. This includes information about what “costs” are, how costs are incurred, how those costs may be funded, the extent of your liability for our costs, any liability that might arise to pay the costs of the Opponent and measures that might be taken to obtain protection against any such liabilities.

That information will allow us to agree the best way, for you, of funding the case and to help ensure the cost of carrying out the legal work is justified by the likely benefits of that work.

4.1. In general terms “costs” means the solicitors fees for doing the legal work involved in your case, plus the disbursements of others, such as Court fees, barristers fees and medical and other expert’s fees, plus VAT on the solicitors’ fees and VAT on some of the disbursements. The term refers to your Opponent’s costs as well as yours.

4.2. As our client you are responsible for our fees and disbursements from when you first instruct us to act. Our fees are based upon the amount of time we spend on your matter and the hourly rates we charge for our case handlers. We will confirm the specific hourly rate, or rates, applicable to your matter in the Engagement documentation. Our time is charged in minimum six minute units.

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.

4.3. You are also responsible for paying for disbursements that are incurred throughout your case. In the Engagement documentation we will provide you with details of the disbursements that will need to be paid throughout the duration of the case based upon the information we have at that time. If this changes, we will discuss the disbursements with you.

4.4. **Shortfall recovery and reservation**

The hourly rate referred to in paragraph 4.2 above is the amount we charge for any particular case handler based upon their skill, expertise and experience, our base business costs and profitability. The charges we make to a client, using the hourly rate are called “solicitor and own client” costs, i.e. essentially what we choose to charge and what you choose to pay for the work we do.

The hourly rate that the Court allows a party to recover from the other party is not the same and is normally lower than the commercial rate. These are called “inter partes costs”, or the costs between the parties.

Consequently, at the end of your case, there may be a difference, or shortfall, between what the Court will require the Opponent to pay towards your costs if you win and what your costs are, based upon our hourly rates.

To the extent that a shortfall results and we therefore have unrecovered costs we expressly reserve the right to recover this from you and to deduct it from any damages you recover.

4.5. We are required to provide you with the best information possible about the likely overall costs of conducting your case to settlement and an estimate will be set out in the Engagement documentation. That initial estimate will be based on the information about the claim that we have at that time.

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 importance of the subject matter involved.

Similarly the position taken by your Opponent and their 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, our fees may reflect this.

We will advise you if and when any of these factors or events occur.

4.7. The initial estimate will not include additional liabilities such as any success fee and insurance premium (please see paragraph 4.13. below), nor does it include any increase applicable due to unforeseen aspects or the complex nature of the case.

4.8. We keep the fees and disbursements under review and will update you when anything happens that alters the initial estimate. We will also update you upon your specific request. Please note the provisions as to “Costs Budgeting” below – paragraph 4.25.

At the beginning of your case and as it progresses whatever method of funding is used, the cost of pursuing it must be proportionate to the likely benefits of the proposed legal work. Not only is this in your interests, but the Court rules require this, unless there are exceptional circumstances.

4.9. **Methods of funding your legal costs**

We will consider, with you, the best way to fund your claim to ensure that any liability you have for the costs of the claim are kept to the minimum, but you need to be aware that you will have some liability. The method of funding that we agree with you will be confirmed in the Engagement documentation.

We will discuss with you the options available to you for the type of your case. We deal in turn with the options for funding legal work below

4.10 **Trade Union support or other professional memberships**

You must tell us if you are a member of a Trade Union, or similar professional organisation, and if you have the benefit of a legal protection scheme with that organisation, i.e. a scheme that provides help with legal costs. Often Unions would prefer their members to use the services of their panel solicitors, but you are not obliged to use them. We might still be able to deal with your claim using one of the other methods of funding available to you. If you have such Union or professional membership it is important that you check with them whether, and if so, what support is provided and let us know.

4.11 **Legal Aid**

We carry out work under the legal aid scheme only in relation to certain types of matters, including the limited types of personal injury and clinical negligence claims for which such assistance is available. We will discuss this with you if it is appropriate and will explain this in more detail in the engagement documentation.

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.

4.12 **Legal Expenses Insurance or Before the Event Insurance**

These are insurance policies which can be taken out, usually with an annual premium to provide cover for a possible future legal problem. You may have one, for example, as an “add-on” to any of your household or motor policies or perhaps a credit card or bank account, that covers legal fees and disbursements and you might be able to fund your case using the policy. The policy may offer some protection against liability for your own costs, and any potential liability for the costs of the Opponent.

Some policies may include undesirable restrictions on how your case may be conducted.

Often legal expenses insurers prefer their panel solicitors to deal with the claims, although they are not permitted by law to insist that they chose the solicitor once proceedings are issued.

If you should hear direct from any legal expenses insurers, or solicitors instructed through the insurers, suggesting your choice of solicitor is restricted, please let us know straightaway as, whatever may be said, you may well have the right to choose which representation you prefer.

We might still be able to act for you under the policy. However, if this is not possible we will be able to offer you another method of funding your case on similar terms which will be confirmed in the engagement documentation.

Some policies often have a relatively small limit of indemnity or cover, which may not be enough to cover all the costs of a personal injury or clinical negligence claim. Where the cover is insufficient it is possible in certain cases to combine this method of funding with some other method of funding.

We generally find it works best if we correspond with your insurers with regard to any restrictions that the insurer may attempt to impose.

It is important that you check any insurance that you have and let us have copies of the documents so that we can confirm whether or not there is such insurance and the amount of the cover and we can advise you. Failure to do so may result in us not being able to recover all of the costs that we would expect to obtain from your Opponent and in those circumstances we reserve the right to look to you for payment of any costs not so recovered irrespective of any other costs for which you are liable to us to pay.

Accordingly, please check for and let us see all documentation relating to any insurance etc. that you, your spouse/partner or anyone else in your household may have.

In road traffic accident cases, if possible, please try to obtain and let us have a copy of the motor insurance policy of the driver.

#### 4.13 Conditional Fee (or 'no win-no fee') Agreement

If you decide to enter a Conditional Fee, or 'no win-no fee' Agreement there are a number of important points to note:

(i) IF YOU WIN: You only pay us our legal fees and disbursements and VAT if you win the claim. The meaning of 'win' is explained in the enclosed information about entering into a conditional fee agreement and in particular details as to our success fee. Any success fee is payable in addition to our legal costs. Any insurance premium for After the Event Insurance as set out below may also be deducted along with any shortfall in our legal costs as referred to at paragraph 4.4.

(ii) IF YOU LOSE: You would not, **provided you kept to the terms of the agreement**, pay our legal fees but you would still potentially be responsible for:-

(a) The cost of reports or other disbursements incurred by us on your behalf (whether or not court proceedings were issued against the Opponent); and

(b) The costs of the Opponent if court proceedings had to be issued and then only if:

- Any element of your claim was found to be fraudulent, dishonest or exaggerated, or
- You failed to beat the Opponents Part 36 offer, or

- Your claim was struck out because it did not present a reasonable cause of action, where it was seen as an abuse of the court process or was likely to obstruct the just disposal of the proceedings.

(iii) To cover the risks if you lose a genuine claim, we will consider with you whether to arrange for an insurance policy to be taken out which will cover any liability you may have for disbursements and also the costs of the Opponent that they may be reasonably entitled to recover against you, which you may, in certain limited circumstances, be ordered to pay. This is known as "After the Event" insurance. Further information relating to such insurance is set out below in paragraph 4.14.

(iv) Disbursements paid to others necessary to pursue the case, such as to experts or to the Court, are, strictly, payable by you as and when incurred as the case progresses. Disbursements of several thousands of pounds can easily be incurred in the types of cases we deal with, although they will be recouped at the conclusion of the case either from the Opponent, if the case is successful, or under the After the Event insurance policy, if the case is not successful. We do not want you to be financing these disbursements as the claim progresses, even though they will be recovered one way or another at the conclusion of the case.

We confirm they will be met by the Firm, on your behalf, until such time as the claim is concluded unless we agree at the outset that you will fund them as we go along with the case. However, you will pay for this service and we will discuss this with you.

(v) If there is any breach of the terms of the Conditional Fee Agreement, you will be responsible for paying our legal costs and disbursements. We will write to you further about this if this funding option is to be used for your case.

#### 4.14 After the Event Legal Expenses Insurance

It is often the case (but not necessarily always) that a conditional fee agreement is combined with insurance. This is known as "After the Event" insurance. An insurance premium will need to be paid.

We strongly advise you to take out an insurance policy if you decide to enter into a Conditional Fee Agreement with us.

The policy will insure you against any of your Opponent's costs that they are reasonably entitled to recover against you, which you may, in certain limited circumstances, be ordered to pay. It will also insure your own reasonably incurred "disbursements" if you lose.

If you win your claim you will not be able to recover the premium from your Opponent, except that in some clinical negligence claims you may be able to recover that part of the premium that relates to expert fees. The insurance premium that is your responsibility will need to be paid out of any compensation you receive, on successful conclusion of your case.

We will write to you separately with details of the After the Event Insurance that we offer with details of the insurance premiums and associated documents.

We must stress that we cannot be aware of all of the possible insurance policies available to the public. We do not undertake any responsibility to give you the best advice on these products. Indeed, whilst any policy or funding arrangement which we suggest to you is believed by us to be suitable, we cannot guarantee that the means of funding

adopted by you will necessarily be the most appropriate to your needs.

If you would like us to search the market for alternative insurance products, please let us know. However, you will have to pay for our fees for that exercise, as they will not be recoverable from your Opponent.

#### 4.15 Contingency Fee Agreements

In Criminal Injury Compensation and Untraced Motorist claims we are able to offer you this type of funding. At the outset we would agree what percentage of your compensation award would be paid to us in respect of our fees and disbursements. In Untraced Motorist cases we would also be entitled to recover a contribution towards our fees and disbursements from the Motor Insurers Bureau. In both these cases our fees and disbursements are subject to a cap. Further details will be provided in the Engagement documentation.

In non-contentious work, e.g. cases where court action is not contemplated such as NHS Continuing Care Claims, or claims involving review by the Parliamentary and Health Service Ombudsman we are also able to offer this type of funding, but in this type of work there is no cap on our fees and disbursements.

#### 4.16 Damages Based Agreement

Under a Damages Based Agreement we effectively agree to risk recovery of our legal costs dependent upon a successful outcome of your claim.

If your claim is successful, our costs are calculated as a percentage of any damages awarded. The law imposes a cap on the maximum amount that can be payable in a personal injury case (including VAT) of 25% of damages awarded.

The only damages from which the payment can be claimed are any amount awarded for the pain, suffering and loss of amenity (injury compensation) and damages awarded for financial loss, but not any future losses. If the financial losses include any sums recoverable by the Compensation Recovery Unit, those sums are not included when making the calculation.

As with a Conditional Fee Agreement it is important that you should realise that the contingency fee element relates only to this firm's legal fees and does not cover the disbursements of your claim such as any court fees and expert's fees.

The disbursements still have to be paid even if your claim is not successful subject to any insurance policy purchased to provide an indemnity, as in paragraph 4.14. above.

If a Damages Based Agreement is appropriate, you will be provided with full details of the Agreement.

Any fees we do recover will be off set against any monies due or paid by you in relation to our fees.

#### 4.17 On a private basis

Unless and until you agree to enter into one of the other funding arrangements mentioned above, we would expect you to fund your legal fees and disbursements on a private basis.

Once we have discussed your funding options, these terms apply where you have instructed us that you wish to continue to fund your case yourself, without using any other means of funding your costs or protection against any liability for your

Opponent's costs either because such are not available, or you prefer to fund the matter yourself.

You thereby agree to pay for your legal representation and agree that you are personally responsible to pay all legal costs and the disbursements associated with your case. You would be personally responsible for payment of all of your Opponent's costs in the event that your case is unsuccessful to the extent that such liability is incurred.

4.17.1. Fees and disbursements are payable by you whether or not your case is successfully concluded. If your case does not proceed 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 below in these terms.

4.17.2. If you wish to agree limits on our fees and the disbursements which are not to be exceeded without your agreement, please contact the person dealing with your matter.

4.17.3. We reserve the right to:

- (i) submit for payment interim bills for our fees and disbursements on a monthly basis unless otherwise agreed with you in writing;
- (ii) ask you for money in advance to cover likely expenses;
- (iii) deduct, at any time, money you owe us from any money we receive for you and which is due to you;
- (iv) stop acting if you fail to pay.

4.17.4. 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.

4.17.5. If someone else has agreed to pay our fees and disbursements, but does not do so, you are still responsible for them.

4.17.6. 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.

4.17.7. We will usually pay small items of expense, e.g., travel, on your behalf and include them on our next bill. However, where the disbursements are more substantial, e.g. the fees of barristers, medical experts, accountants, we will ask for money in advance to cover the expense.

#### 4.18 Payments on account

4.18.1. 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.

- 4.18.2. 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.
- 4.18.3. 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.
- 4.18.4. 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.
- 4.19. 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.
- 4.20. You are entitled to challenge our Bill (as per paragraph 4.19 above), within one month (unless we agree otherwise with you in writing) of delivery of our Bill, or notifying you of our costs, by applying to the Court under Part III of the Solicitors Act 1974.
- 4.21. You may also have the right to challenge our Bill by making a complaint to the Legal Ombudsman. 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.
- 4.22. We are entitled to interest on the amount outstanding on any Bill.
- 4.23. These provisions also apply where we deduct our costs (except disbursements) from money we hold for you.
- 4.24. We reserve the right to charge interest on any monies we loan to you to fund the payment of any disbursements, e.g. Court fees, experts fees.
- 4.25. **Costs budgeting**
- With effect from 1 April 2013 all legal costs incurred in a case must be reasonable and proportionate. In deciding whether a party's costs are proportionate the Court considers whether they bear a reasonable relationship to:
- (a) the sums in issue in the proceedings;
  - (b) the value of any non-monetary relief in issue in the proceedings;
  - (c) the complexity of the litigation;
  - (d) any additional work generated by the conduct of the paying party; and
  - (e) any wider factors involved in the proceedings, such as reputation or public importance.

Further, if a Defence is filed by your Opponent after proceedings have been issued, a Cost Budget must be sent to the Court setting out what steps need to be taken to pursue the claim up to and including the trial and it must also detail the legal fees and disbursements that have to be incurred at each stage to reach trial. The Cost Budget must be approved by the Court.

From this point the costs and steps involved are strictly controlled by the Court.

The effect of this is that if you instruct us to do work that falls outside the Cost Budget, we would have to apply to the Court on your behalf for permission to do that work and to incur the additional legal costs to do so. It is more likely than not that the Courts will be reluctant to give that approval unless there is a very good reason for doing so, e.g. the other side submits a new argument to defend the claim that could not have been reasonably foreseen.

If you instruct us to do work that falls outside the Cost Budget without the Court's permission, you may have to pay those costs as we may not be able to recover them from the Opponent.

Further, if the Court believes the application should not have been made, there is also a risk that it may award the costs of the application against you, i.e. you would have to pay your Opponent's costs of the application, even if you subsequently successfully settled your claim or won in Court.

## 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.
- 8.9. 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.
- 8.10. Specific requirements are set out below in relation to data protection (Privacy), money laundering and email communication.
- 8.11. 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](http://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 14.1 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, 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 included 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

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.

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

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](http://www.fca.gov.uk/firms/financial-services-register).

When we arrange insurance for you we do so as an insurance distributor.

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.

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.

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. 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 4.17.3 (iii) 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/>.
- 19.6. 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 we 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**

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 4.19 – 4.21 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](mailto:Complaints@moorebarlow.com)  
 Letter: Risk and Compliance Team, Gateway House, Tollgate, Chandlers Ford, Eastleigh, Hampshire SO53 3TG  
 Telephone: 023 8071 8000

23.3. 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**

23.4. 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 23.8 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.

23.5. You may contact the Legal Ombudsman via their website at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or Helpline: 0300 555 0333, or via the websites of the Solicitors Regulation Authority at [www.sra.org.uk](http://www.sra.org.uk), or Law Society at [www.lawsociety.org.uk](http://www.lawsociety.org.uk). The Legal Ombudsman website contains information as to how they deal with complaints.

23.6. 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.

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

23.8. 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**

23.9. 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/>.

23.10. 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**

23.11. 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.

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

[www.tradingstandards.uk/advice/ADRApprovedBodies.cfm](http://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**

23.13. 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'.

23.14. 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.

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

23.16. 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**

23.17. Paragraphs 23.17 to 23.21 only apply when we instruct a barrister on your behalf.

23.18. 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.

23.19. 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.

23.20. As part of our normal instructions to Counsel (barristers) we provide your name and contact details to the chambers so that the chambers can comply with their obligations and provide you with information about your right to complain.

23.21. If, at the end of using their internal complaints handling process, you are not satisfied with how the chambers has dealt with the matter you may raise your concerns with the Legal Ombudsman in a similar way as outlined above in paragraphs 23.4 and 23.5.

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.

27.3. 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.