

TERMS AND CONDITIONS OF BUSINESS

This document sets out the terms and conditions of business of Cadence Solicitors LLP ("the firm") together with the information which the firm is required, by Solicitors Regulation Authority ("SRA") regulations, to supply to you on the acceptance of instructions to act on your behalf. Please read and keep a copy for future reference and then sign and date one copy and return it to us. These terms and conditions will also apply to future business you may have with our firm until updated or informed in writing.

1. Place and Hours of Business

Our office is located at Fourth Floor, 56A Poland Street, London, United Kingdom W1F 7NN. Our normal hours of business are between 9.00am and 5.30pm on weekdays, excluding public holidays. We are authorised and regulated by the SRA, website www.sra.gov.uk.

2. Responsibility for work

The person primarily responsible for the conduct of your case/ transaction will be **[INSERT]**.

3. Communication

It is the aim and function of the firm to offer its clients an approachable, efficient and comprehensive service. If you feel that our service is falling short of this, please take this up with Mike Shepherd (mshpherd@cadencellp.com). We have a complaints procedure which is fully compliant with the current SRA requirements.

4. Our Fees and Estimates

The firm's charges for all work done are calculated based on time spent dealing with the matter. This includes advice, attendance, drafting, dealing with papers, travelling time, correspondence and telephone calls. Time will be charged in units of 6 minutes so that any item of work (such as a telephone call or an email) which takes 6 minutes or less to deal with will be charged out as one chargeable unit. The current hourly rate for a partner is £375 to £400, and for an assistant solicitor is between £225 and £275 depending on experience and for a paralegal/trainee solicitor is £150. The rates apply to all matters unless otherwise advised and do not include Value Added Tax ("VAT"). You will be informed of the hourly rate applicable. All rates are subject to annual review from 1 May in each year. You will be informed of any new rates which will apply as soon as reasonably practicable after the relevant review. Different types of matters may attract different hourly rates, in which case you will be informed of the prevailing rate when your instructions are accepted.

We reserve the right to raise additional charges in accordance with Law Society guidelines, and the following factors:-

- Urgency;
- Value of the transaction;
- Complexity, responsibility, difficulty or novelty of the problems raised;
- Place where and circumstances in which the business is transacted; and
- The importance of the matter to you.

The firm reserves the right to ask its clients to make a payment on account of anticipated costs and disbursements.

5. Estimates and quotations

If requested (and where practicable) the firm will provide an estimate of the fees to complete a matter and will keep you informed of any changes to that estimate. Please note that we reserve the right to charge in full for all work done, even if the estimate is exceeded or the matter does not complete.

An estimate may be exceeded if, for example, there is a change in the nature of the matter, or in the scope or nature of your instructions, or if unforeseen circumstances arise which have a material effect on the conduct, duration, urgency or complexity of the relevant matter.

For certain matters, the firm may be able to provide a fixed price quotation for a particular matter, which shall also be payable whether or not the matter completes. Such a quote would then only cease to apply if there was a change in the nature of the matter, or in the scope or nature of your instructions, or if other unforeseen circumstances were to arise which had a material effect on the conduct, duration, urgency or complexity of the matter, or otherwise as might be agreed within the specific terms upon which the quote is given.

6. Disbursements and VAT

There may be certain expenses (known as disbursements) which the firm will need to pay on your account. These will be payable by you. These are, for example, court fees, agent's fees, barrister's fees and search fees.

All charges are subject to the addition of VAT save where you are exempt (e.g. you are resident outside of the UK).

7. Failure to complete

If, for any reason, any matter is not carried through to completion, the firm will charge you in respect of the work that has then been done. The account will include VAT and the disbursements incurred or payable at that date.

8. Billing

Bills will be delivered to you at regular intervals (usually every month) for work carried out in the conduct of a matter. All bills must be paid within 14 days of their date. In the event that you do not pay any account or disbursements which are payable, the firm reserves the right to decline to act further for you. Were that to be the case, you would be charged the amount of costs and disbursements of work done up to that date. We also reserve the right to charge interest on our unpaid bills from thirty days after the date of delivery at the rate of interest payable on a judgment debt at the date of the bill.

Any payment you make to the firm on account of costs, or any sum received by the firm on your behalf which is not received for a specific purpose, may be set-off against an interim or final bill delivered to you.

9. Limitation of Liability

We do not exclude or limit liability for death or personal injury arising out of our negligence or for fraudulent misrepresentation. We do not exclude or limit any liability where to do so would be a breach of any applicable Law Society regulation applicable to us. Subject to the foregoing the firm's total liability in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or otherwise arising from the performance or non-performance of the services shall be limited to £5,000,000.

We do not offer tax or other financial advice.

We do not advise on law other than that relating to England and Wales though we may advise on general commercial terms in agreements (excluding jurisdiction-specific issues). We may undertake research for you in relation to other jurisdictions by specific arrangement in individual cases.

10. Contentious Business

Where the firm is instructed to act upon your behalf in the conduct of litigation proceedings certain additional provisions apply to the manner in which business is undertaken.

10.1 Estimates and Counsel's Fees

The provision of estimates of time and cost is extremely difficult in the context of proceedings, as a matter might settle before the issue of proceedings, or at any time thereafter, or may proceed to full trial. It is our policy to keep you regularly advised as to costs incurred on an on-going basis, and to obtain full instructions from you before, say, instructing counsel on your behalf. Please note, where counsel are to be instructed, they are usually only able to give an estimate of their fees. You remain liable to pay us for counsel's fees incurred on your behalf, on demand, where any such estimate is exceeded. This will apply whenever counsel is instructed, whether in the context of litigation or otherwise.

10.2 Court Orders on Payment of Costs

If you are successful in litigation, the Court may order your costs to be paid by some other party. To calculate such costs the Court employs a system known as "assessment". Please note that it is very rare for the other party to be ordered to pay the full amount of your costs after assessment. That means, in effect, that even though you are successful in your claim, you are unlikely to be indemnified in respect of all of your legal costs payable to us the firm. Further information on this principle will be provided by the fee-earner advising you on the relevant litigation. However, you are responsible for the payment of our costs at the quoted hourly rates regardless of any liability of a third party to pay the same and regardless of the amount awarded in respect thereof as a result of an assessment.

Please also note that:-

- a third party who is ordered to pay your costs may not have the money to do so;
- if your opponent has the benefit of public funding, even if you are successful in your litigation, you may not be able to recover any of your legal costs against your opponent.

If you are not successful in your litigation, you will ordinarily be ordered to pay your opponent's legal costs as well as your own. Your opponent's costs will be subject to assessment.

10.3 Insurance

You should check that none of your existing insurance policies cover you in respect of legal expenses. If you have a policy covering legal expenses insurance, you should let your insurers know of your instructions to this firm at once. Insurers will not cover legal costs until they have accepted that the matter is covered by the scope of your insurance.

11. Assessment of Charges

You are entitled to apply to the Court under the ss70, 71 and 72 of the Solicitors' Act 1974 for an Order that any bill of costs be checked by an officer of the High Court.

12. Client Funds

We will comply with all applicable legal, Law Society and SRA regulations in relation to the handling of client money. For high value or complex matters we are required to undertake enhanced client due diligence, meaning we may need to request further information from you, e.g. source of funds and your company / trust structure. We will let you know if this applies before we can accept your instructions to deal with the relevant matter.

The regulations also prevent us from holding client funds for any unnecessary length of time and we cannot send funds out to any third party directed by you which is not connected to you or the relevant transaction.

13. Complaints

We are committed to providing a high-quality legal service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

14. Our complaints procedure

- In the event of a problem you are entitled to complain about our service and/or our bills;
- Initially a complaint should be made in writing to Mike Shepherd;
- This firm has a complaints procedure a copy of which will be made available to you on request or in the event you make a complaint.
- You also have the right to complain to the Legal Ombudsman at the conclusion of our complaint handling process. If you choose to exercise that right you must firstly allow us 8 weeks from notifying us of your complaint to seek to resolve your concerns. If we have not done so within those 8 weeks you may approach the Legal Ombudsman but you only have 6 months from your last contact with us in which to approach him.
- The Legal Ombudsman may be contacted at www.legalombudsman.org.uk by phone on 0300 555 0333, e-mail at enquiries@legalombudsman.org.uk or via post by writing to: PO Box 6806, Wolverhampton WV1 9WJ.
- You may be entitled to exercise a right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974; and,
- If all or part of a bill remains unpaid we may be entitled to charge interest.

15. Storage of Papers and Documents and Privacy Notice

We are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage or electronically in accordance with our Privacy Notice, a copy of which can be sent to you upon request or is available on our website at www.tspmlaw.com.

Subject to our Privacy Notice, please also note the following:-

- We have the right to store your papers and documents in electronic or scanned format and to destroy the paper hard copy versions.
- We can charge you for storage, at the rates we notify to you.
- We will store your papers and documents (in electronic or scanned format or on paper) for at least six years after conclusion of the relevant matter.
- We will destroy your papers and documents (whether stored in electronic or scanned format or in paper versions) a reasonable time after the end of the matter.

We will not, of course, destroy any documents such as wills, deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you (email shall suffice) of a charge to be made from a future date which may be specified in that notice. If we retrieve papers or documents from storage at your request or in relation to continuing or new instructions to act in connection with your affairs, we will make a reasonable charge for such retrieval.

16. Joint and Several Liability

If two or more persons/companies/partnerships constitute our client for the purpose of any particular matter, their liability to us shall be joint and several.

17. Termination

You may terminate your instructions to us in writing at any time, but we are entitled to bill you for all work done and disbursements incurred up to termination.

In some circumstances we may, subject to SRA regulations, decide to stop acting for you; for example, if you do not pay an interim bill or comply with a request for a payment on account.

18. Anti-Money Laundering ('AML') and Confidentiality

18.1 Proof of identity

The law requires solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the laws and regulations on money laundering, we must obtain evidence of your identity and source of your funds as soon as practicable. Please arrange to bring the originals of the following documents to our office as soon as possible so we can take copies of these. The originals you need to bring are one from List A and one from List B below: -

List A (You need to bring one of these)	List B (You need to bring one of these. In all cases the relevant document must not be more than 3 months old and must show your name and your current address)
Your signed Passport	A council tax or utility bill
Your signed photocard driving licence	A bank or building society statement
	A mortgage statement

If you are not able to visit us in person, then you must instead ensure that your above documents required to verify your ID are certified by a registered lawyer close to where you live – the certified copies must then be sent to us by post / courier (we cannot accept scanned copies by email).

If the client is a company or trust then before accepting your instructions to act for you:-

- we need you to fully explain the structure of the company or trust, together with information about the beneficial owner(s) as well as their identification documents; and
- we will also require confirmation that the person providing instructions is authorised to act on behalf of the company or trust / beneficial owner(s) and will also require you to provide the above identification documents relating to the person providing such confirmation on behalf of the company or trust.

18.2 Politically Exposed Persons

You must tell us prior to engaging us in any matter whether you are a politically exposed person ('PEP') or if you become a PEP during any period of our engagement by you. You must also tell us if you are a 'close known associate' or a 'family member' of a PEP. We can still act for you if you are a PEP or a close known associate or family member of a PEP, subject to us complying with the regulations and ensuring we have all necessary and satisfactory documentation from you.

A PEP is an individual who is entrusted with prominent public functions, other than as a middle-ranking or more junior official. Examples of individuals entrusted with prominent public functions include:

1. Heads of state, heads of government, ministers and deputy or assistant ministers.
2. Members of parliament or of similar legislative bodies.
3. Members of the governing bodies of political parties.
4. Members of supreme courts, of constitutional courts or of any judicial body the decisions of which are not subject to further appeal except in exceptional circumstances.
5. Members of courts of auditors or of the boards of central banks.
6. Ambassadors, charges d'affaires and high-ranking officers in the armed forces.
7. Members of the administrative, management or supervisory bodies of state-owned enterprises.
8. Directors, deputy directors and members of the board or equivalent function of an international organisation.

A "family member" of a PEP includes:

1. A spouse or civil partner of the PEP.
2. Children of the PEP and the spouses or civil partners of the PEP's children.
3. Parents of the PEP.

A "known close associate" of a PEP means an individual either:

1. Known to have joint beneficial ownership of a legal entity or legal arrangement, or any other close business relationship, with a PEP.
2. Who has sole beneficial ownership of a legal entity or legal arrangement that is known to have been set up for the PEP's benefit.

18.3 Countries which do not have equivalent AML standards to the UK

Prior to engaging us you must tell us if you are based in or have connections with any of the following countries: -

Afghanistan	Lao People's Democratic Republic	Yemen
Tunisia	Bosnia and Herzegovina	Syria
Ethiopia	Pakistan	Guyana
Uganda	Sri Lanka	Iran
Iraq	Vanuatu	Trinidad and Tobago
Democratic People's Republic of Korea	Russia	Belarus

18.4 Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it.

Notwithstanding the above, you authorise us to identify you as a client of the firm to the public / third parties.

18.5 Cash

Our firm's policy is not to accept cash from clients. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

19. Agreement

This document sets out the terms upon which the firm accepts instructions from its clients. If you require any clarification, please contact any member of the firm. The terms of any engagement letter and any other terms agreed by any firm member with you also form part of the contract between you and us.

20. Payment

It is a requirement that all clients provide us with their respective bank details at the outset of each transaction in order to manage risk and fraud prevention. It is also a legal requirement that upon conclusion of a matter, our firm should return any outstanding funds promptly back to the client. We request such bank details, so they are available on file in the event we ever need to send funds to you. It is our firm's policy that where possible prior to making any payments to such bank account we will telephone you first to verbally confirm your client bank details.

21. Law

The laws of England and Wales apply to this agreement. Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, please sign and return one copy of them for us to retain on our file. I have read, understood and accept the terms and conditions of business set out above.

Signed:.....

Print name:.....

Date:.....

Bank details:

Account Holder Name :	
Bank or Building Society :	
Account Number :	
Sort Code :	