

**1. Application of these terms**

These terms of business will apply unless we agree in writing to any variation. They will apply throughout our dealings with you.

**2. Acknowledgement of Terms**

We will not start work on your matter until we receive your acceptance of these terms, which will be treated as your consent to start work.

Your continuing instructions will amount to your acceptance of these terms and conditions of business as amplified or amended by the terms of our opening letter to you that accompanies these terms; which we call the client care letter.

Unless otherwise agreed these terms will apply to any future instructions you give us.

**3. People Responsible for your Work**

These people are named in our client care letter.

We realise that it is important not to change the people who are handling your work but sometimes this cannot be avoided. If a change is necessary we will inform you promptly of the reason and who will take responsibility for your work.

**4. Scope of Work**

We will carry out the work specified in the client care letter.

If we carry out additional further work for you, we will need to make additional charges, either as agreed or at the hourly rate in the client care letter.

We will not give you advice on your financial arrangements (such as suitability of the arrangements for you whether there are any better products available) as you should obtain such advice from a specialist financial advisor.

**5. Charges and Expenses**

The client care letter sets out the fees you will need to pay.

**6. Payment of money**

We do not accept payment of more than £500 in cash. We do not accept payment in any currency other than sterling without specific agreement.

We cannot use any money you send us until the payment has been cleared by our bank. For personal or business cheques, you should allow at least six working days from the day we received it for clearance.

## **7. Interest**

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate paid to us by our bankers less a small discount to cover our administration costs. The rate, of course, may change from time to time. The period for which interest is normally paid is from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the SRA Accounts Rules 2011.

## **8. Money held on your behalf**

Where we hold money on your behalf for a prolonged period of time, we will place it on deposit with our bank unless the amount is small and /or we only expect to hold it for a short period.

We will pay you the interest earned while it is on deposit unless the amount of interest is less than £20. The rate of interest will usually be the bank deposit rate for withdrawals without notice.

## **9. Bills**

We will send an invoice for the fees chargeable at regular intervals. Invoices are payable in full and in cleared funds within 14 Business Days of the date of the invoice.

## **10. Money Laundering**

Solicitors are a regulated Institution under the Money Laundering Regulations 2012 and we have to act strictly in accordance with those Regulations and the Proceeds of Crime Act 2002. If therefore during the matter we believe that there is any arrangement, or we have any reasonable suspicion of any arrangement that relates to the laundering of money, proceeds of crime, or any criminal property, then we have an absolute legal duty to report our reasonable suspicion to the Serious Organised Crimes Agency.

We will keep your entire affairs confidential save and except where we have grounds to believe, or have reasonable suspicion of any breach of the Proceeds of Crime Act 2002. In those circumstances, we will report the matter to SOCA. It is on this basis that we agree to act for you, and by agreeing to these terms of business, you agree to us revealing any information to the relevant authorities about your transaction and the arrangement / money that has given rise to the suspicion/report.

We will not be liable to you for any compensation, damages, costs or interest that arise from any report to the SOCA on the basis of our belief or reasonable suspicion of a breach of the Regulations or of the Proceeds of Crime Act 2002. We will only make such a report in good faith and based on reasonable grounds, and no financial liability will accrue to Stirling Ackroyd Legal LLP if such a report is made, notwithstanding any costs, interest or expenses that may result from a delay in the transaction required as a consequence of the report.

## **11. Storage of Papers and Deeds**

Upon receiving payment in respect of our final invoice, we store your file without cost for a minimum period of six years, after which it will automatically be destroyed. "Store" means either (at our option) the simple storage of any paper on the file or scanning that paper and

retaining it electronically (and destroying the paper immediately thereafter). Information gathered electronically in the course of the transaction will continue to be so stored.

By instructing us to act on your behalf, you thereby expressly consent to us destroying your file as set out above unless you notify us otherwise.

If you do not want your file to be destroyed after completion of your matter, you may collect your file from us provided you notify us in writing before or at the time of making payment of our final invoice, or you may ask us to retain the entire file for a specified period beyond the minimum retention period upon payment of a sum in respect of reasonable storage charges (details available upon request).

If you require a copy of any document after completion of your matter, we may make a modest charge for its retrieval and supply.

Naturally we will not destroy documents which you have asked us to retain in safe custody.

## **12. Termination**

You have the right to withdraw your instructions, without any charge at all, by notice in writing to us at any time within seven working days of us receiving your instructions. Please note that this right will cease if we start work within that time with your consent (see paragraph 2 above).

You may terminate your instructions to us in writing at any time but we are entitled to keep all your papers and documents while any money is owing to us for fees or expenses.

We may decide to stop acting for you, with good reason (e.g. if you do not pay an invoice or comply with our request for payment on account or there is a conflict of interest). We will as far as possible give you reasonable notice.

If our instructions are terminated or we decide we must stop acting for you, you will pay our reasonable charges up to that point. Where there is an agreed fee, it will be a proportion.

## **13. Raising Queries or Concerns**

We aim to give you a high quality service. However, as mentioned in the client care letter, if you do have any queries or concerns about our work (including fee-related matters) then please take the matter up immediately first with the assistant dealing with your matter. If that does not resolve the problem to your satisfaction or you would prefer not to speak to that person, then please take it up with Jamil Ahmed. Mr Ahmed will supply you with a copy of our complaints handling procedure which will include details of your right to take the matter to the Legal Ombudsman if you are not satisfied with the outcome. A copy of our procedure is available at any time.

Please note that (i) you also may have a right to apply to the court for assessment of any bill under Part III of the Solicitors Act 1974 and (ii) if all or part of the bill remains unpaid, the firm may be entitled to charge interest.

## **14. Email Communication**

Please note that we do not currently encrypt our outgoing email messages. If you provide us with an email address, we assume that you are happy for us to communicate with you via email. If you do not wish us to store your emails, please do not correspond with us by email.

## **15. Limitation of Liability of Stirling Ackroyd Legal LLP**

Stirling Ackroyd Legal LLP is a limited liability partnership and is regulated by the Solicitors Regulation Authority (SRA). We have compulsory indemnity insurance in respect of all legal work carried out by this firm with AmTrust Europe Limited and in accordance with the requirements of the SRA. There is no territorial limit to this insurance. In the event of any mistake, act or omission being made by this firm in the work that we carry out for you, we are insured in respect of any claim you may wish to make. This liability is not, however, unlimited.

Our liability to you in the event of any successful claim that you make against the firm in or connected or arising out of work that we carry out for you is limited to £3,000,000. This limit includes all claims for costs, interest and expenses. By accepting these terms, you are agreeing that our liability to you will be limited to that maximum sum.

To help ensure the commercial efficacy of the limit of liability referred to above and to protect individual members of staff from claims, you agree that you will make claims only against Stirling Ackroyd Legal LLP and not against any individual member, employee, consultant, principal or agent of Stirling Ackroyd Legal LLP. The limitation is entered for their benefit as well as ours and any of those people may rely on and enforce this provision of the contract against you.

## **16. Data Protection**

We use the information you provide primarily for the provision of legal services to you and for related purposes including updating and enhancing client records, analysis to help us manage our practice, statutory returns and legal/regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties, for example our insurers and the external organisations mentioned below. You have the right of access under data protection legislation to the personal data that we hold about you on payment of a modest fee.

We may from time to time send you information which we think may be of interest to you. If you do not want to receive that information please notify our office in writing.

Please also note that external firms or organisations may conduct audit or quality checks on our practice or assist in business management. These external firms and organisations are required to maintain confidentiality in relation to your file(s).

## **17. Vetting of files and confidentiality**

We will protect the confidentiality of the information that we receive in connection with you and your matters and will not disclose it or our advice (for which you may be entitled to the benefit of legal professional privilege), without your prior consent, to any other person except in certain circumstances, including:

- (a) professional advisers and other people whom you identify to us or who we reasonably believe to be involved in the relevant matter;
- (b) where disclosure is required by applicable rules or law or any regulatory authority;
- (c) to the extent that such information enters, or has entered, the public domain;
- (d) to our auditors or other professional advisers for legal, regulatory and compliance purposes;
- (e) to associated firms and any of their successors; and
- (g) to select third parties, such as translation or word processing agencies engaged by us or an associated firm.

Subject to the exceptions set out above our use of the information which you provide is subject to your instructions, your privilege in the advice which we give to you, applicable data protection laws and our duty of confidentiality.

## **18. Client due diligence**

The law requires solicitors to obtain satisfactory evidence of the identity of our clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of clients can be used by criminals wanting to launder money. To comply with the law we need to obtain evidence of your identity as soon as possible and we are then required to obtain independent verification of that.

## **19. Equality**

This firm is required to comply with professional rules on equality.

## **20. Miscellaneous Terms**

Where you the client are an individual consumer only: your statutory rights are not affected by any of these terms and conditions. Further information on your statutory rights can be obtained from any solicitor, Trading Standards Office or Citizens' Advice Bureau.

You have the right to use copies of materials we create for you for the particular purpose for which they were prepared. However, all copyright remains with us and you must obtain our permission if you wish to use copies of these materials for any other purposes.

This firm's services are provided solely for your benefit as our client, and (apart from what we have said above about reliance on and enforcement of the limitation of liability by others) our terms of business are enforceable only by you and us, and not by any third party. This firm has no duty to or responsibility towards any other person (unless that person is also a client of ours), even if the objective of your instructions is to benefit a third party.

If any provision of these terms of business is invalid or unenforceable for any reason, this will not affect the remainder of our agreement with you.

These terms of business are governed by English law, and any dispute between you and us shall be subject to the exclusive jurisdiction of the English courts.

## **21. Investment Advice**

We are not authorised by the Financial Conduct Authority. If you need advice on investments we may have to refer you to someone who is authorised to provide the necessary advice.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law

Society of England and Wales, which is a designated professional body for the purpose of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints handling arm of the Law Society. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

## **22. What to do next**

Please confirm your acceptance of these terms of business by signing and returning a copy of the client care letter.