

## TERMS AND CONDITIONS OF BUSINESS

These Terms of Business set out the terms and conditions which govern the relationship that DLS Law (the 'Firm') will have with you during the course of your instructions to this Firm. It also outlines our commitment to you when dealing with legal matters on your behalf. This is an important document and you should keep it in a safe place, together with your engagement letter, for future reference.

"DLS Law" is the trading style of Dass Legal Solutions (MK) Law Limited, which is registered at Companies House under number 7924385 and which is Authorised and Regulated by the Solicitors Regulation Authority under which the Firm's number is 567165. Our registered office is at Gloucester House, 399 Silbury Boulevard, Milton Keynes, Buckinghamshire, MK9 2AH. References to 'DLS Law', 'this Firm' 'we' 'our' or 'us' are to Dass Legal Solution (MK) Law Limited and 'shall include any successor or assignee of our business (including the incorporation of our business into any other body corporate) and any such successor or assignee shall receive the benefit of these Terms and shall be entitled to enforce the same in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. References to 'you' means the person, persons or organisation identified in our engagement letter and to whom we are providing the services and 'your' shall be construed accordingly.

Due to regulations set by the SRA our professional rules make it an obligation on us to bring certain important issues to your attention and this is the aim of these Terms of Business. You should take time to read and understand these as they contain valuable information such as for example, how fees are calculated and billed and how files are managed etc. Please note that these also contain a limitation as to our liability. When you sign your engagement letter, form of authority or other documents in order to instruct DLS Law you do so by agreeing to these Terms of Business.

### **1. THE SCOPE OF WHAT WE AGREE TO UNDERTAKE AS YOUR LEGAL ADVISER**

- 1.1 Our advice is confined to the particular matter on which you have instructed us.
- 1.2 Our advice does not extend to matters beyond the jurisdiction of England & Wales and English (and European) Law as it applies in England & Wales. The Firm's solicitors and legal executives are registered to only practise in England & Wales. We have contacts with lawyers in other jurisdictions and can refer you to them if necessary.
- 1.3 The engagement letter confirming your instructions will confirm the status of your legal adviser. If this letter does not

state clearly that your legal adviser is a Partner, Solicitor or Legal Executive, etc. then they do not hold that status and are not qualified as such.

- 1.4 These Terms of Business can only be changed if expressly agreed in writing and signed by a Partner of the Firm.

### **2. THE MAIN POINTS OF THIS DOCUMENT AND HOW IT AFFECTS YOU**

- 2.1 Unless otherwise agreed in writing pursuant to 1.4 above, these Terms of Business apply to any future instructions you give us. If our Terms of Business have changed in the meantime, we will forward the latest Terms of Business at the time of your next instruction.
- 2.2 Under the Contracts (Rights of Third Parties) Act 1999, none of the Terms of Business contained in this document shall be enforceable by a third party.
- 2.3 Your continuing instructions in this matter following receipt of these Terms of Business and our engagement letter will amount to your acceptance of these Terms of Business although we prefer you to sign and return the copy of the engagement letter to confirm that you have read and understood these Terms of Business.
- 2.4 A large proportion of the work we do will involve the creation of various documents on your behalf. It is our policy to always

retain copyright of the documents we produce, unless we grant you an assignment in writing. You are, however, granted a licence to use those documents for the purposes for which you have instructed us and for your use only.

2.5 We draft documents to comply with the law at the time they are supplied to you. For this reason, we cannot be held liable for documents that become invalid after the date they have been sent to you because of a change in the law. For standard documents (e.g. employment contracts, terms of sale) we recommend carrying out an annual review.

2.6 Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (and other Distance Selling Regulations), if you have engaged us in a personal capacity and are not acting on behalf of your trade, business, craft or profession, then you may be entitled to a 14 day cooling off period during which you may cancel the contract if any of the following circumstances apply:

(i) We met with you somewhere other than at our offices, and at that meeting we agreed to act in this matter.

(ii) We met with you somewhere other than at our offices and at that meeting you asked us whether we could act in this matter. At some point after that meeting, we agreed to act.

(iii) We personally and individually addressed you somewhere other than at our offices and immediately afterwards effected the contract either in our offices or by telephone or email.

(iv) We agreed to act for you in this matter during an excursion that we organised.

2.6.1 Should you wish to cancel the contract, please do so in writing.

2.6.2 However, if you would like us to commence work within that 14 day period, you must confirm this to us in writing by including the following wording in your confirmation: *'Please accept this communication as my formal instructions to begin work on my matter relating to {description of the matter you have asked us to carry out on your behalf}. I acknowledge that I will be liable to pay for any costs incurred during the cancellation period and that my rights to a cancellation period may be waived once this matter is completed.'*

2.7 Please note that if you ask us to commence work before the end of the 14-day period, you will be liable to pay us for any work done prior to any subsequent cancellation. If you have authorised us to commence work early, your right to cancel is lost.

### 3. HOURS OF BUSINESS

3.1 Our hours of business are Monday to Friday 9:00am to 6:00pm. However, we offer extended opening hours by appointment during the weekdays and on Saturday mornings (subject to availability). If you need to contact us in an emergency please try us at [litigation@dls-law.co.uk](mailto:litigation@dls-law.co.uk) and we will endeavour to assist you.

### 4. OUR FEES

**PLEASE REFER TO THE ENGAGEMENT LETTER FOR DETAILS OF FEES QUOTED, OR OUR ESTIMATE OF FEES, OR THE HOURLY RATES OF THE FEE EARNER(S) CONCERNED IN YOUR MATTER.**

4.1 You agree to pay our fees and expenses as set out in the engagement letter and in these Terms of Business for carrying out your instructions. The engagement letter will provide you with an estimate of our likely fees or an agreed quotation. The cost of our service is subject to VAT (where applicable) at the prevailing rate.

Basis of Charging:

4.2 Our charges will be calculated mainly by reference to the time actually spent (unless the matter is conducted on a fixed fee basis) by the solicitors and other staff in respect of any work which they do on your behalf. This will include:

- Advising you in meetings and on the telephone.
- Negotiating with others on your behalf in meetings, by letter and by telephone.
- Considering drafting and completing documents, deeds, etc
- Preparing for an attending court or tribunal hearings, including travelling and waiting time.
- Instructing third parties on your behalf.
- Legal and factual research.
- Preparation of any costs calculations, detailed or otherwise, whether in respect of costs claimed or those incurred in dealing with a matter.

4.3 You will be charged immediately and upon receipt of your instructions, irrespective of whether you execute our engagement letter, the purpose of which is to formally confirm acknowledgement of our retainer with you.

4.4 Hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. We will notify you of any variation in our hourly rates.

4.5 All work will be charged in units of 1/10<sup>th</sup> of an hour (i.e. 6-minute units). For example, we charge for the time spent on making and taking telephone calls in 6-minute units. e.g. a telephone call with you lasting up to 6 minutes will be recorded as one unit. Please note that we may, from time to time, uplift the rates if we have to work outside of our hours of business, for complex issues, the speed at

which actions need to be taken and the importance and value of the work.

4.6 All time spent on a file (including all telephone calls, whether answered or otherwise, travelling, copying etc) is charged. We can agree at your request to a limit on our fees which will not be exceeded without your express authority but in those cases, we cannot guarantee the work will have reached any particular stage when we reach this limit. If the limit is reached, no further works will be completed until a further fee can be agreed. If we cannot agree a further fee arrangement, we will be entitled to terminate our instructions.

## **5. ESTIMATES**

5.1 We will endeavour to provide estimates and/or updates of the likely charges for our services. Sometimes the nature of the matter, changes in circumstances, or facts unknown to us, can prevent us from giving precise estimates of likely fees. Estimates should therefore be treated as a guide and not precise quotation.

5.2 Where fixed fee estimates are provided, this is based on the information available to us at the time of the giving of the fixed fee estimate. We reserve the right to revise the charge if we are required to do work which is additional to that which can be anticipated at that stage. You will be notified in advance of incurring additional costs if this situation arises.

5.3 All fees (including fixed fees) will be varied if there are changes in

the work or unforeseen or exceptional circumstances arise of the work becomes more time consuming than originally anticipated. We will discuss this with you when this arises and if you do not wish us to act then we will send you a bill for the works and disbursements to date.

5.4 You are entitled to request an estimate of our charges at any stage of your case. We shall update you with a cost estimate every six months or whenever any estimate we have provided is likely to be exceeded, whichever is the sooner.

5.5 Estimates only cover our fees. Other expenses, often known as disbursements, will be charged separately. If, as your matter progresses it becomes apparent that our estimate will not cover our likely fees, we will notify you as soon as practicable and agree a revised estimate with you. This will be confirmed in writing unless agreed otherwise.

5.6 If applicable, we will endeavour to inform you in advance of other reasonably foreseeable payments you may have to make to third parties, and at which stages they are likely to be required.

## **6. AGREED QUOTATIONS**

6.1 These can be given in certain types of cases, most commonly in relation to residential property transactions, debt collection and drawing up wills, powers of attorney and change of name deeds. Clause 5 applies to any agreed quotation.

## 7. DISBURSEMENTS (EXPENSES)

In this section, contentious means:

- Proceedings commenced in the County Courts, High Court, Magistrates Courts (including licensing), Crown Courts and the Court of Protection;
- Proceedings commenced before the Upper Tribunal (Lands Chamber) the First-tier Tribunal (Property Chamber) and the Employment Appeal Tribunal;
- Contentious probate proceedings commenced;
- Proceedings on appeal to the Court of Appeal, Privy Council and House of Lords;
- Proceedings in an arbitration; and

Work done preliminary to proceedings covered by points 1 to 5 (inclusive) above including advice, preparation and negotiations provided the proceedings are subsequently begun.

Non-contentious means:

- Proceedings before all tribunals (including Employment Tribunals) other than the Upper Tribunal (Lands Chamber) and the Employment Appeal Tribunal;
- Planning and other public enquiries;
- Non-contentious or common form probate business;
- Conveyancing, company acquisitions and mergers, the administration of estates and trusts out of

court, the preparation of wills, statements and contracts, and any other work not included in the definition of "contentious".

7.1 Solicitors have to pay out various expenses on behalf of clients including court fees, expert's fees, Land Registry fees, Barrister's fees and so on (a non-exhaustive list appears below). These are usually referred to as disbursement. We have no obligation to make such payments unless you have provided us with the funds for that purpose.

7.1.1 In non-contentious matters, typical disbursements payable by you include, but are not limited to photocopying (when we use an external supplier and/or there is an exceptional amount of copying), probate registry fees, local authority charges, land registers.

7.1.2 In contentious cases, typical disbursements payable by you include but are not limited to: Barrister/Counsel's fees, agency fees, experts' and witnesses' fees, and court fees. Travel fares/mileage, courier services, company searches are charged out at the Firms current rates (with the addition of VAT where applicable).

7.2 Any payment made on your behalf by electronic transfer e.g. CHAPs/BACs will attract a charge. You will be notified of this along with the estimate of

our likely fees. This will be itemised on our bill.

7.3 Your instructions include your authority for us to incur on your behalf such disbursements as are considered to be reasonable. Disbursements are not included in any fee estimate we give you unless stated otherwise.

7.4 If we pay out disbursements to third parties during the course of a matter and you have not already provided money to cover such a payment, we normally ask for these payments to be reimbursed at the time they are incurred.

7.5 We reserve the right to carry out a bankruptcy search for any person whom funds will be transferred to, which will be carried out prior to transfer at a cost (currently £2.00) payable by you. We also reserve the right to carry out a lawyer checker search on bank account details to which we are intending to transfer funds too. This will be carried prior to the transfer at cost (currently £18) payable by you.

## 8. PAYMENTS ON ACCOUNT

8.1 At the time you instruct us, we may ask for a payment on account of our fees, disbursements and other expenses that we may incur on your behalf. This is like a deposit and such payments on account will be accounted for in our interim/final bill unless it is needed to cover disbursements or other expenses that we incur on your behalf.

8.2 We reserve the right to make further requests for payment on

account as your matter progresses.

8.3 Payment of funds requested on account should be made promptly as a delay in payment may affect our ability to progress with your matter as speedily as we both would wish.

## **9. PAYING OUR BILLS**

9.1 Our payment terms are payment in full upon within 28 days of receipt of our bill (also referred to as fee note/invoice). Please arrange for prompt payment of our bills and contact us at the earliest opportunity if you have any queries about this.

9.2 From time to time, a discretionary discount may be applied to our fees which is applicable for a limited time only. Where a reduced amount is charged, our payment terms are payment in full within 14 days of receipt of our bill. This 14-day period is often referred to as the 'discount period'. If payment of the discounted amount is not paid within this 14-day period, the full amount of time recorded as indicated in our bill will fall due within a further 14 days, providing equivalent payment terms set out at 10.1. The discount period cannot be extended.

9.3 We are happy to send what we call "interim" bills during your matter. We will agree with you at the outset when these will be sent. The trigger for these could be:

- Time elapsed e.g. at the end of each month.
- Value e.g. the value of the work we have done to date

reaches a pre-agreed amount.

- The stage reached e.g. we have reached a key stage in your matter which we both agree is a reasonable time to raise a bill for the work done to that point.

9.4 Payment may be made to us by cash, cheque or bank transfer.

9.5 If we accept instructions from a Limited Company, we may require the directors and/or major shareholders to sign a form of personal guarantee in respect of the charges and expenses of his Firm. If this is refused, then we will refrain from acting and require immediate payment of our charges and expenses up to that point.

9.6 If a query arises in respect of our charges; in the first instance, any bill queries should be directed to the person dealing with your matter or our accounts department.

9.7 If you are not satisfied with the amount of our fee, we operate an internal complaint handling procedure to resolve such issues. Please write to us within one month of the delivery of the bill.

9.8 There are provisions in Sections 70, 71 and 72 of the Solicitors Act 1974, relating to the taxation of costs, which may give you the right to have the Bill reviewed by an officer of the court within one month of delivery of the Bill.

## **10. VALUE ADDED TAX (VAT)**

10.1 VAT will also be payable by you at the current rate of 20% (or the prevailing rate which

may vary from time to time) upon all of this Firm's charges and upon some of the disbursements incurred on your behalf.

10.2 Our VAT registration number is 132 2847 30.

## **11. OUTSTANDING BILLS**

11.1 We reserve the right to charge interest on unpaid bills.

11.2 Where charged, interest will start to become payable 7 days following the 28<sup>th</sup> day after the date of the bill issued. Interest will be calculated at the annual rate of 4% above the base lending rate of Barclays Bank Plc as varied from time to time and will accrue daily. In such circumstances, invoices for interest may be rendered from time to time. We also reserve the right to charge an administration fee each month a bill remains unpaid towards our credit control costs.

11.3 We also reserve the right to hold papers and other property belonging to you whilst our bill is outstanding and until it is paid. This is called exercising a lien. Where we are passing on your papers to another solicitor, we may request an undertaking from them to pay our outstanding bill(s).

11.4 If payment of an outstanding bill is not made within 35 days from date of invoice, we shall not be obliged to continue working on your behalf or undertake further work until the outstanding bill(s) has been settled in full.

## **12. PAYMENT OF YOUR LEGAL FEES BY OTHERS**

12.1 If another person is ordered to pay your legal fees, you will not necessarily recover from that person the full amount of costs incurred on your behalf or that person may not be capable of paying what they have been ordered to pay.

12.2 The fees payable by another party depend on a number of factors applied by the court in determining the level of costs recoverable. They are usually in the range of 60-75% of your total bill. If the other party is in receipt of public funding (legal aid) you may not be able to recover your own legal fees in any event.

12.3 You will also be responsible for paying our fees and expenses in relation to our attempts in seeking to recover any costs that the court orders payable to you.

12.4 Where it is necessary for us to instruct outside agencies, for example a costs draftsman or a support agency, we shall charge for their costs to you at the relevant fee or hourly rate. Also, from time to time we may arrange for work to be carried out by persons not directly employed by us. You will be advised of relevant charges, if applicable, at the time such arrangements are made.

### **13. LEGAL AID**

13.1 We cannot take on clients on the basis of legal aid. We do not have a legal aid franchise, but if you wish to obtain further guidance on eligibility for legal aid and Solicitors that offer this, then please refer to the Legal Aid Agency at

<https://www.gov.uk/government/organisations/legal-aid-agency>

### **14. LEGAL EXPENSES INSURANCE**

14.1 When we took your Instructions, we discussed with you the possibility that your legal costs might be covered under an insurance scheme e.g. house or car insurance, credit card or trade union membership. Please check and if you think you might have this type of cover discuss this with your Lawyer at the earliest opportunity if you have not already done so.

### **15. YOUR LIABILITY TO PAY OTHER PARTIES LEGAL FEES**

15.1 You must always bear in mind that if the court so directs, you may have to pay the other parties' legal fees as well as your own.

### **16. MONEY WE HOLD FOR YOU**

16.1 We may hold monies on your behalf but only in relation to the matter on which we are acting for you. This will be held in a named client account opened specifically for your matter or in a general client account.

16.2 Where we hold monies on your behalf or receive money from you, we are obliged to enquire as to the origins of such monies in compliance with the Money Laundering Regulations (see below).

16.3 Where we hold monies for you, we may retain or deduct from those monies an amount sufficient to meet any of your outstanding bills from us or the

monies owed by you to the Firm firstly in respect of any expenses incurred on your behalf and secondly in respect of our fees.

16.4 Any interest received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out below and in the Solicitors' Account Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on Barclays Designated Client Accounts.

16.5 The period for which interest will be paid will normally run from the date on which funds are received by us until the issue of any cheque from our client account.

16.6 The handling of client funds by us incurs both administration costs and also bank charges. As a result of this, we will not therefore pass on any interest reached on funds held for you unless the amount of interest accruing exceeds £40 gross interest. Interest earned below this amount is retained to offset these costs and charges.

### **17. YOUR LIABILITY TO PAY TAX, INTEREST, OR PENALTIES**

17.1 The liability for all taxes, interest or penalties payable to HMRC or other taxing authority always remain your personal liability. Where we have agreed to this, we shall endeavour to complete correctly and submit promptly any appropriate returns to HMRC or other taxing authority but in the event of any error, omission or late submission, you will be liable to pay all such taxes, interest, or

penalties. In accordance with HMRC guidelines you are responsible for ensuring that the values submitted on any return are correct.

## **18. TAX ADVICE**

18.1 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. Tax advice is outside of the scope of the work we do for you unless we specifically agree to advise you. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

## **19. LEGAL DOCUMENTS - TIME AND STORAGE METHODS**

19.1 At completion of your matter we will store documents, including copy documents and correspondence and these will be retained for safe storage for a period of at least 6 years after the date we close our file. We may store such documents digitally; either on our own server or on a secure 3rd party server. Your agreement to these Terms of Business provides your consent for us to do this.

19.2 We will place your file into storage fourteen days after your matter has completed and should you require return of any

papers we hold on your behalf, you will need to request those documents before the file is placed in storage. In the event a file is required to be retrieved from storage, we reserve the right to make a charge to cover the time spent retrieving the papers and to cover our reasonable administration expenses.

19.3 In the event of a complaint, we will retain all documents relating to the matter in question until resolution of the complaint and therefore for at least 6 years after the date of the final letter sent dealing with the complaint.

19.4 We reserve the right to charge a fee for the long-term storage of documents or media held based on the current cost of storage to the Firm. You will be notified of this fee at your last known address and we shall be under no obligation to undertake further enquiries of your whereabouts. We reserve the right to charge an administration charge to cover the cost of the release of the documents requested and to secure delivery of the documents to you.

19.5 The firm will not destroy documents such as Wills, Deeds and other securities that you ask us to keep in safe custody. We do, however, reserve the right to shred all other paper files, for ease of our storage system. You should request return of any papers that are required within 14 days of the matter being completed if you require return of any such papers before. Files relating to claims for children or

persons who are unable to manage their own financial affairs will be kept for longer.

19.6 We are entitled to keep your papers and documents if there is any money owed to us for our changes of expenses for any reason.

19.7 If we retrieve papers or documents from storage in relation to additional or new instructions to act in connection with your affairs, we will charge you 30 pounds plus VAT for such retrieval, to cover our administration expenses of that retrieval.

19.8 On certain occasions it may be necessary for us to photocopy partially or entirely your file of papers for own records. In such an event we reserve the right to make a charge for the reasonable photocopying costs, usually between 25-45 Pence plus VAT per copy before the file can be forwarded.

## **20. REGULATIONS UNDER WHICH WE OPERATE (MONEY LAUNDERING REGULATIONS 2007/ TERRORISM ACT 2000/ FRAUD ACT 2006/ PROCEEDS OF CRIME ACT 2002)**

20.1 This firm operates a comprehensive anti-money laundering policy as required by the Money Laundering Regulations 2007 and the Proceeds of Crime act 2002.

20.2 Implementation of the above Acts and Regulations has meant that, like other professions and financial institutions, we have to take certain measures to guard against possible money

laundering and fraud. We are required to seek proof of identity from our clients, a procedure with which you may already be familiar from your contact with banks or other financial institutions. Therefore, if we ask you to, please allow us to see your passport or other photographic evidence of your identity together with a recent utility bill or similar document showing your full name and address so that we can take copies for our records.

20.3 We may also make enquiries as to the sources of the money to be used during a matter e.g. to purchase a property or to pay our bill.

20.4 Under the Proceeds of Crime Act 2002 we are required to report to the National Crime Agency (NCA) any knowledge or suspicion that a person is engaged in money laundering or criminal conduct where the information was acquired in the course of our business.

20.5 The law may require us to make such a report without your knowledge or consent and this may override normal solicitor and client confidentiality/privilege. In some cases, we may have to suspend work on your matter without explanation. In the light of these obligations, providing we act in accordance with the law and in good faith, we will not be liable for any loss to you arising from the making of a report to NCA about you, or as may otherwise be required by law or, should it become necessary, from the termination of your retainer with us.

20.6 We are entitled to refuse to act for you if you fail to supply us with appropriate proof of identity for yourself or for any principal whom you may represent.

20.7 We may require carrying out electronic checks and the cost of that said search will be noted as a disbursement and paid by you. For all clients that we do not see face-to-face we may undertake an online ID-check at the commencement of your matter at a cost of £2.35 per client, which will be in addition to the usual ID checks.

20.8 Due to the regulations, we will not be able to accept any cash payments of more than £500.00 You must not in any circumstances transfer any cash over this limit to our account without prior authority of a Partner of the Firm. If you do, we reserve the right to charge you for the time we need to spend to investigate the source of funds, in order to cover our administrative expenses

20.9 We will also not be able to send monies to any third parties.

## **21. FINANCIAL SERVICES & INSURANCE MEDIATION**

21.1 This Firm is not authorised by the Financial Conduct Authority (FCA). However, we are regulated by the Solicitors Regulation Authority ([www.sra.oro.uk](http://www.sra.oro.uk))

21.2 Under SRA regulations we may be able to provide certain limited investment services where these are closely linked to the legal service, we are providing to you.

21.3 Please note that any referral we make to a third-party adviser is not covered by the services we offer or these Terms. You must agree separate terms of business directly with a third-party adviser for any services or advice they provide to you.

## **22. FINANCIAL SERVICES COMPENSATION SCHEME**

22.1 In the event of a banking failure it is unlikely that the Firm would be held liable for any losses of client account money. If a corporate body client is not considered a small company by FSCS, then they will not be eligible for compensation.

22.2 We currently hold our client account funds with HSBC Bank. The £75,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £75,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names. In the event of a bank failure you agree to us disclosing details to the FSCS.

## **23. COMMISSION**

23.1 Where we refer you to a regulated third-party investment adviser or private funder, we may be paid part of that adviser's commission for any business you do with them. We will give you written details of any commission sharing agreement we have with such advisers at the time we refer you to them.



## **24. DATA PROTECTION/EMAIL COMMUNICATION**

24.1 We are registered under the relevant Data Protection legislation for the collection and processing of personal data. We will only use your personal details to help us carry out your Instructions or for our own direct marketing activities.

24.2 We process your personal and sensitive personal information as defined in the Data Protection Act 1998 in accordance with the applicable data protection law.

24.3 This might necessitate us providing your details to third parties, (e.g. banks, Companies House, credit reference agencies) and disclosing limited information to our suppliers regarding your attendance at seminars and our other marketing events.

24.4 By agreeing to these Terms of Business you have consented to the above use and will be included in relevant marketing notifications from time to time. You are entitled to opt out of such notifications at any time by simply following the unsubscribe instructions on the notification you receive.

24.5 You are entitled to have details of the information we hold about you if you make a written request. We will make a nominal charge of £10.00 for supplying this information.

24.6 We are keen to encourage communication by email, where possible. Please let us have your email address if you have one and remember to tell us if and when it changes. However, like

fax, email is not 100% a secure or immune to interference from third parties. If your email is accessible to people other than yourself, or if you are transmitting particularly sensitive information then you should ask us not to use email.

24.7 We do not, generally speaking, encrypt the emails we send but if you require us to make specific arrangements in this regard please contact us at the earliest opportunity to discuss your requirements. Such requirements may incur some charges and we will discuss these with you at the time they are implemented. Accordingly, any use of email will carry risks and confidentiality cannot be guaranteed. Any information sent via email is sent at your own risk.

24.8 Should you have any queries in respect of our data protection policies, please do not hesitate to contact Mr Dinesh Dass.

## **25. LIMIT OF LIABILITY**

25.1 This Firm's liability for any breach of your instructions for one claim (a 'Claim') shall be limited to £3,000,000 (three million pounds) unless we have expressly agreed with you in writing a higher amount. For the purposes of this clause, a Claim includes any number of claims arising from you or any other clients arising from either one transaction or matter, or from the same or similar acts of omissions in series of related transactions or matters.

25.2 Except where expressly set out in these Terms of Business,

all warranties, conditions or other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the agreement between us.

25.3 Our liability is not limited for death or personal injury caused by our negligence, for fraud, or fraudulent misrepresentation, or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

25.4 We are not responsible for any consequential, special, indirect or exemplary damages, costs or losses which include but are not limited to loss of profits, loss of business, loss of corruption of data or information, depletion of goodwill and/or similar losses. We can only limit our liability to the extent that the law allows.

25.5 This clause 26 does not affect your statutory rights.

## **26. JOINT AND SEVERAL**

26.1 If you instructed us jointly with one or more other persons, or you represent a Firm, limited liability partnership (LLP) or company in this particular matter, we shall be entitled to accept Instructions from you or any of the others (unless notified to the contrary in writing) and each of you shall be jointly and severally liable to the Firm both for: any instructions given and for payment of the fees and charges in relation to carrying out those instructions.

26.2 When accepting instructions from a company or LLP, we may seek written confirmation as to which members of the company

or LLP are authorised to give us instructions.

26.3 When accepting instructions to act on behalf of a limited company or LLP, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of our fees and expenses. If such a request is refused, we will be entitled to stop acting and require immediate payment of our fees on an hourly basis and expenses as set out earlier.

## **27. ENDING THIS AGREEMENT & CEASING TO ACT FOR YOU**

27.1 You may withdraw your instructions to us at any time.

27.2 We may stop acting for where it is reasonable to do so.

27.3 In either case at 28.1 or 28.2 we will then be entitled to raise an invoice for our outstanding fees and expenses.

27.4 If we do not complete the work you have asked us to do for you e.g. an aborted house move where a sale or purchase falls through, we reserve the right to raise our invoice for the work done and any charges incurred up to the point that we stopped working or the matter aborted. Where a fixed fee has been agreed, our bill will not exceed the amount of the fixed fee.

27.5 We are entitled to retain all your papers and documents whilst any of our bills remain unpaid. In legal terms this is known as exercising a lien (also referred above).

27.6 We may stop acting for you if;

- (i) If you do not provide clear or proper instructions;

- (ii) If you have not provided satisfactory identification;

- (iii) If we cannot continue to act without being in breach of our professional conduct;

- (iv) If there has been an irretrievable breakdown in trust and confidence;

- (v) If a conflict of interest arises with one of our other clients;

- (vi) If a bill, interim or final, or disbursements, due for payment remains unpaid within any specified time limit;

- (vii) If we reasonably believe either we should stop acting for you or that it is permitted or obliged by law or good practice to stop acting for you; or

- (viii) If you fail to comply with a request for payment on account.

27.7 If either the Firm or you terminate the retainer during the course of proceedings, you irrevocably consent to our application to have its name removed from the Court record and agree to pay our costs for making such an application.

## **28. COMPLAINTS PROCEDURE / REPORTING CONCERNS**

28.1 We are confident of providing a high-quality service in all respects. If, however, you have any queries or concerns about our work for you, please raise them in the first instance with the person responsible for your case. If that does not resolve the problem to your satisfaction, then you can raise

the matter with a Partner of the Firm or with Mr Dinesh Dass directly.

28.2 DLS Law maintains a comprehensive procedure for handling complaints. Copies of this procedure will be sent to you upon your request.

28.3 All solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns that you may have with us. We value your instructions and would not wish to think that you have any reason to be unhappy with us.

28.4 If you are still not satisfied, you can then contact the **Legal Ombudsman at PO Box 15870, Birmingham B30 9EB** about your complaint. Any complaint to the Legal Ombudsman must be made within six months of receiving a final written response from us about your complaint.

## **29. SEVERANCE**

29.1 The validity and enforceability of the other provisions of these Terms shall not be affected if any provision of these Terms (or part of them) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable. This means that if one of these Terms is found to be invalid it does not automatically mean the other terms are invalid.

## **30. AUDIT ENQUIRIES**

30.1 We reserve the right to charge a fee for the provision of any certificate or information

requested by your auditors for the purpose of any annual audit. Your agreement to these Terms authorises us to disclose such information.

### **31. DISCRIMINATION**

31.1 DLS Law does not discriminate against clients or third parties irrespective of:

a) race or racial group (including colour, nationality

and ethnic or national origins);

- b) sex (including marital status, gender reassignment, pregnancy, maternity and paternity);
- c) sexual orientation (including civil partnership status);
- d) religion or belief;
- e) age; or
- f) disability.

31.2 We are committed to equality and diversity and, as

such, if you have any specific requirements or individual needs, please let us know.

### **32. APPLICABLE LAW**

32.1 Any dispute or legal issue arising from our Terms of Business will be determined by the Law of England & Wales and considered exclusively within the jurisdiction of the English & Welsh Courts.