

Standard Terms and Conditions of Business

Introduction

All work carried out by Chattertons (also referred to as "we" or "us") for you as our client is subject to these terms and conditions of business, except to the extent that any changes are expressly agreed with you in writing.

1 Chattertons

Chattertons and Chattertons Solicitors are trading styles of Chattertons Legal Services Limited Company Number 9919910. We are licensed and regulated by the Solicitors Regulation Authority Licence Number 631531.

Our VAT Number is GB253 2518 21.

Where relevant "we", "our" and "Chattertons" includes Chattertons Trustee Corporation Limited, Chattertons Wealth Management Limited, Chattertons Professional Services Limited, and Chattertons Holdings Limited which collectively may be referred to as the Chattertons Group.

2 Place and Hours of Business

Your legal advisor will advise you which office they are based at. Our usual office hours are between 09:00 and 17:15. Appointments can be made outside these hours by arrangement.

3 Communication

We will respond to your telephone calls as soon as possible and usually on the same day. All correspondence will be responded to appropriately within 5 working days of receipt. We will comply with time criteria detailed in the Civil Procedure Rules, Protocols and Court Orders. Telephone calls and emails may be monitored or recorded in order to improve our service and to prevent and detect fraud.

4 Scope of our Services

When you give us new instructions we will send you a Letter of Engagement acknowledging your instructions and setting out the services which we will provide. Letters of Engagement should be read in conjunction with these Terms

of Business and together they constitute our "Agreement". If there is any inconsistency between the Letter of Engagement and these Conditions, the letter will take precedence.

In some instances you may engage our services before we have been able to send you a Letter of Engagement. We do not give free advice and all meetings and time spent on your matter are chargeable. We will let you know the costs involved verbally and we will consider your ongoing instructions as acceptance of our terms unless we receive notification from you that you wish to terminate our services.

5 Authority to Give Instructions

Unless we are acting for you personally you should tell us, at the outset of a matter, who is properly authorised to give us instructions. Unless advised otherwise, we will assume that we are authorised to accept instructions from any person whom we reasonably believe to have authority to give instructions to us (this will include, in the case of a corporate entity, any of your Directors, Officers and Employees) and that we may act on instructions given orally, in writing or electronically.

6 Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If you are a consumer these Regulations may apply to your contract and if you have the right to cancel your Agreement, full details will be given to you with our Letter of Engagement.

7 Fees and Other Charges

Our fees and charges will be calculated on the basis set out in our Letter of Engagement or as otherwise agreed with you.

We will maintain a record of the time spent on your matter by each of our lawyers or legal advisors. Unless otherwise agreed, our charges are calculated primarily by reference to the time spent on a matter. Time is charged in units of 6 minutes. Short phone calls and routine outgoing emails and letters are recorded as a single unit and all other work is recorded in units of 6 minutes. Our charge rates are subject to periodic review, normally on an annual basis. If, as a result of a review, our charge rates are varied, we will notify you of the changes and the revised rates will take effect from the date of the notification or as otherwise agreed with you. Our charge rates may also be adjusted periodically to reflect the increase in

seniority of the fee earners working on your matter.

When we incur expenses and disbursements on your behalf you agree to reimburse us. Usually we will ask you to fund these items in advance. These may include, for example, Court fees, witness expenses, Counsel's fees, expert's fees, document preparation and photocopying expenses, external conference call charges, courier and guaranteed delivery expenses, travel, meals at meetings, subsistence and accommodation expenses. When incurring these charges we will aim for the lowest reasonably available cost. We will advise you of these charges as they arise or within a reasonable period. Additional costs that we incur on your behalf will be clearly identified in our invoices. Substantial or unusual expenses will be discussed and agreed with you in advance.

Any Value Added Tax (VAT) chargeable upon amounts invoiced by us is payable in addition to our fees and charges. We will deliver an appropriate VAT invoice to you. If you have arranged with a third party for the payment of our fees, the third party will not normally be entitled to recover any VAT element and if you are registered for VAT, the VAT element will be invoiced to you so that you may recover the VAT as Input Tax.

Where we incur an expense on your behalf we will usually add VAT to that item as required by tax legislation.

8 Billing and Payment Terms

Usually we will ask for payments on account of our fees and VAT.

It is our standard practice to bill all outstanding fees and disbursements/expenses on a regular basis as the matter progresses. This will usually be monthly or 3 monthly unless otherwise agreed with you. A breakdown of any invoice will be provided on request. If an invoice or part thereof remains outstanding after 30 days from the date of delivery, we will charge interest and may suspend work on all matters on which we are advising you and/or terminate our retainer. In addition, all our invoices will become immediately due and payable.

Our invoices must be paid without any deduction or withholding on account of taxes or other charges. You have a right to object to a bill by way of our complaints procedure and/or

by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the bill under the Solicitors' Act 1974.

You can pay our invoices and make other payments to us (for instance payments on account) by cheque, BACS and other forms of bank transfer (please ask for details of our account) by debit card and by most major credit cards. Transactional payments such as house purchase deposits can only be paid by bank transfer.

9 Client Money

Unless we agree otherwise with you, any money that we hold for you will be deposited in a client bank account in a clearing bank in accordance with the requirements of the Solicitors' Accounts Rules.

If we hold money on your behalf we will, pay a fair sum of interest to you equivalent to the rate which would be payable on a NatWest Bank Instant Access Account except where we have agreed otherwise or the interest payable would not exceed £100 and has been held for longer than 1 month. We will not normally pay client money into a separate designated Client Account ("SDCA") but if we consider it appropriate to do so (for example if we are holding substantial sums for you for a long period of time) you will be entitled to interest paid by the Bank in full. There will be an administration charge of £100 + VAT to set up the account. This is not a rigid rule and if you request it we can, if appropriate, make different arrangements. You should note however that the Bank will be required to deduct tax at the standard rate from any interest earned on a SDCA except where you have signed a declaration that you are entitled to receive gross interest. Interest earned on any money not held in an SDCA will be paid before deduction of tax. It is your responsibility to declare such interest received to HMRC.

If we are charged interest by our Bankers for money held on your behalf, we will be entitled to deduct that interest from your monies.

We are required by our Regulator to deposit client monies in instant access accounts only. This means that the interest rate paid on monies we hold may not be as high as you can achieve by placing the money on deposit yourself. If you wish to make alternative arrangements please discuss this with the

person responsible for the conduct of your matter.

We will not be responsible for any loss due to any mistake or failure by the relevant Bank, or by reason of the insolvency of the relevant Bank or withdrawal of any necessary license, authorisation or permission required to carry on banking or deposit taking activities under applicable law.

Where a third party seeks to deposit money into our client bank account in connection with our work for you, we will need to satisfy anti-money laundering requirements in respect of the third party before the money can be accepted by us. We shall have no liability for any loss that may be caused as a result of a failure to supply information or documentation that we need to satisfy those requirements.

We may apply any money that we hold for you towards the discharge of our outstanding accounts, provided the money is not held for a specific purpose.

10 Money Laundering, Proceeds of Crime and Combating the Financing of Terrorism

Money laundering and associated regulations place certain obligations upon solicitors. As part of these obligations we are required to verify the identity of our clients and the source and destination of any funds before any instructions can be carried out. We are also required to disclose to the appropriate authorities any suspicions of money laundering. We will not be able to inform you of any such disclosure.

We will complete an electronic identity check on all individuals relevant to your matter in order to comply with our anti-money laundering obligations. By instructing us, you consent to us completing an electronic identity check on your behalf.

We have no liability for any consequential loss arising as a result of our compliance with statutory or regulatory obligations and our fees may include a charge for complying with those obligations.

11 Electronic Communication

All our staff have email addresses. Unless otherwise directed by you, we may correspond by means of electronic mail. We each agree to accept the risks of using electronic mail,

including but not limited to the risks of viruses, interception and unauthorised access.

We each agree to use commercially reasonable procedures to check for commonly known viruses in information sent and received electronically, but we recognise that such procedures cannot be a guarantee that transmissions will be virus free.

12 Confidentiality and Disclosure

We will keep confidential information received from you while acting in connection with any matter unless:-

- We have your authority to disclose it; or
- Disclosure is required in order to deal with and progress your matter;
- We are required to disclose it by law; or
- The information is in or comes into the public domain without any breach of confidentiality on our part, or we are required to disclose it by the regulatory or fiscal authorities, in which case, to the extent that we are permitted to do so we will endeavour to give you as much advance notice as possible of any such required disclosures.

We owe the same duty of confidentiality to all of our clients. Therefore we will not disclose to you any information given to us in confidence in relation to any other matter, even if it is material to yours, without that client's prior consent.

You agree that (subject always to applicable rules and with appropriate safeguards in place to ensure that access to relevant confidential information we hold is restricted) we may act for you even though we hold confidential information relating to another party which may be material to you.

We may in the past have advised, or may now or in the future advise, other clients whose interests differ from yours. In advising such other clients we may come into possession of confidential information which would be material to you. In addition, confidential information we hold about you may be material to such other clients. You agree that our duty of confidentiality to you will be satisfied by putting appropriate safeguards in place, in accordance with applicable rules, to ensure that access to your relevant confidential information we hold is restricted. Where such measures are in place, you agree that you will not seek to prevent us from acting for other clients by

reason of our holding your confidential information.

From time to time we engage external organisations to audit client files, they and our insurers, our regulators and our professional advisors may require access to your files and/or confidential information in order to carry out their functions. Unless you instruct otherwise we will assume your consent to such audit and/or access. We will require these organisations to comply with our confidentiality procedures in respect of information of which they become aware.

13 Complaints and Suggestions

We aim to provide high quality advice and service. We welcome any suggestions that help us to improve our service. We recognise that on occasion, things can go wrong. To raise a concern or make a complaint about our services or a bill please, in the first instance, raise it with your legal advisor. If you do not consider this appropriate, or they are not able to resolve the problem, please contact our Risk and Compliance Manager. Their details are provided in our letter of engagement.

We want the opportunity to put matters right and we hope and expect to be able to reach a satisfactory solution with you. If we cannot reach a solution together, you can pursue your complaint with the Legal Ombudsman www.legalombudsman.org.uk. A copy of our Client Complaints Procedure is available on request and accessible on our website.

14 Conflicts

Our procedures are designed to prevent us acting for one client where there is a risk of a material conflict with the interests of another client. If you are aware, or become aware of a possible conflict of this type please raise it immediately with your legal advisor. If a conflict of this nature arises, then it will be up to us, taking account of legal constraints, professional rules and your (and the other client's) interests and wishes, to decide whether we should continue to act for both parties, for one only or for neither.

15 Intellectual Property Rights

You will have the full right and licence to use copies of materials we create for you for the particular purpose for which they were prepared. However, all copyright and other intellectual property rights in all documents,

reports, written or electronic advice or other material provided by us to you remains with us. If you wish to use copies of these materials for purposes other than those for which they were prepared, this will require our permission.

16 Papers, Documents and Electronic Communication

We will store documents and papers electronically.

It is important that you keep all documents that relate in any way to the matter in respect of which you have instructed us. This also includes electronic data such as emails and archive data.

After completing any matter on your behalf we are entitled to retain all your papers and documents while there is money owing to us for our charges and expenses.

We will retain our files along with any electronic versions of your file (except for any of your papers which you ask to be returned to you, or which we decide to return to you) for a minimum of 6 years from the completion of the matter (or such longer period as we advise in writing when we close your file) after which they may be destroyed without further notice.

Original documents such as Wills and Title Deeds may be deposited with us for safekeeping. We do not usually make a charge for this service. We will not destroy or part with possession of those documents without your express authority.

We will not charge for retrieving papers or documents from storage in relation to continuing or new instructions for us to act on your behalf, however, in other circumstances we may make a charge based on time spent producing stored papers or documents to you or to another at your request. We may also charge for reviewing papers in order to comply with your instructions on storage.

17 Instructions to other Professionals and Lawyers

Should we need to instruct other lawyers or professionals (expert witnesses, accountants, Counsel and so on) we do so, unless otherwise agreed, on your behalf and as your agent. They will be responsible to you for the quality and accuracy of the advice they provide and you will be directly responsible for payment of their fees and expenses. Before making any such

appointment on your behalf, we will consult with you and seek your agreement to the appointment.

18 Data Protection

We confirm that we are the Data Controller of personal information (personal data) relating to living individuals who are either a named client or through whom we conduct our relationship with you. The information we hold may also contain special category data. We will process such data in accordance with the provisions of the General Data Protection Regulation and Data Protection Act 2018.

By instructing us you are entering in to a contract with us and therefore we have a lawful reason for processing your data, both manually and by electronic means, for the purposes of providing advice, administration and management of your file. We also have the lawful right to process your data because we have a legitimate interest in providing you with a service.

“Processing” includes obtaining, recording or holding information or data, transferring it to other companies associated with us, service providers, the SRA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to other solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

We will not pass your personal information to parties located outside of the European Economic Area (EEA).

We will obtain your permission to contact you with details of similar services or for related marketing purposes which we think may be of interest to you.

If you do not want us to contact you for marketing purposes, please let us know:

- By post: Marketing Department, Chattertons, 9 Broad Street, Stamford, PE9 1PY
- By email: consent@chattertons.com . You can also opt out by clicking on the unsubscribe link in any marketing email we send to you.

All members of the Chattertons Group will treat all personal data and special category data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up

to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and special category data held by us.

To view our full privacy notice please visit our website www.chattertons.com/site/help/privacy or a hard copy can be provided by contacting us as detailed above.

19 Termination

You can ask us to stop work on your behalf at any time by writing to us. We may also cease work on any of your matters by written notice, but we will only do this where there are good reasons for our ceasing to work on the matter. Such reasons include, but are not limited to circumstances where we may consider that:-

- There is a credit risk to us; or
- There is a reputational risk to us; or
- A conflict of interest arises; or
- We are required by law to cease working for you.
- In our view the prospects of success do not merit us continuing to act for you
- You wish us to act in a manner which seriously conflicts with our advice and/or our responsibilities to a Court or to our Regulators.

Charges and expenses properly incurred by us in relation to your matter up to the date of termination will be payable by you.

20 Limitation of Liability

Under no circumstances shall our liability to you for damages for breach of contract, negligence, other tort, breach of trust or otherwise (including legal costs) exceed £10m.

21 Severance

If any provision in our agreement with you is invalid or unenforceable for any reason that shall not affect the remainder of our agreement with you.

22 Application and Prevailing Terms

These terms and conditions of business supersede any earlier terms of business we may have agreed with you.

If there is a conflict between these terms and conditions of business and any specific terms agreed with you in relation to an individual matter (for example, any terms set out in a Letter of Engagement) then the specific terms will prevail.

It may be necessary to amend these terms and conditions of business from time to time. The most recent and up to date version is held on our website. Should you have any objections to these terms, please contact the person dealing with your matter.

23 Professional Indemnity Insurance

Details of our Professional Indemnity Insurance are available upon request.

24 Force Majeure

It is understood and agreed that neither of us will be liable to the other for any delay or failure to fulfil obligations caused by circumstances outside our reasonable control.

25 Governing Law and Disputes

The contract between you and Chattertons is deemed to be made in England and is governed by English law. Unless any alternative dispute resolution procedure is agreed with you from time to time, any dispute between us shall be subject to the exclusive jurisdiction of the courts of England and Wales.