

Terms & Conditions of Business v.01/20**for matters of Litigation, Family Law and Private Client**

Cavendish Legal Group is a trading name O'Neill Patient Solicitors LLP, a company registered in England and Wales, with registered address at Chester House, 2 Chester Road, Hazel Grove, Stockport, Cheshire, SK7 5NT. The firm is authorised and regulated by the Solicitors Regulation Authority (No. 449172)

These Terms and Conditions ("**Terms**") form the service contract between Cavendish Legal Group Limited and you (the client) and therefore you must sign both copies and return one to us before we can commence work for you; you should retain the second copy for your own records.

By signing and returning our instruction form or letter of engagement either by post or electronically, or continuing to instruct us after receipt of these Terms, you are deemed to have accepted these Terms. We reserve the right to amend the Terms at any time provided we give you reasonable notice of the proposed change.

These Terms supersede any prior agreement whether written or oral.

Definitions:

Consumer (you, the client) – an individual acting for the purposes which are wholly or mainly outside that individual's trade, business, craft or profession

Trader (solicitor, Lawyer) – a person acting for purposes relating to that person's trade, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf

Lawyer – a person having the conduct of your file, whether acting personally or through another person acting in the Lawyer's name or on the Lawyer's behalf

Service contract - a contract under which Cavendish Legal Group Limited supplies or agree to supply a service to you and you pay or agree to pay the price for our services

On-premises contract - a contract which is not an off-premises contract or a distance contract.

Off-premises contract - a contract will be off-premises if one of the following is true:

It is concluded in the simultaneous physical presence of us and you in a place which is not our business premises;

- i. An offer is made by you in the simultaneous physical presence of us and you, in a place which is not our business premises;
- ii. It is concluded on our business premises or through any means of distance communication immediately after you were personally and individually addressed in a place which is not our business premises;
- iii. It is concluded during an excursion organised by us with the aim or effect of promoting and selling services to you

Distance Contract - a contract concluded under an organised distance service-provision scheme where we and you are not both physically present

If the contract relates to 'off-premises' or 'distance selling' you have certain cancellation rights and these are laid out in the attached 'Instructions for Cancellation'. Should you wish to cancel, please use the attached cancellation form.

We are dedicated to providing all our clients with a high quality service. We are also committed to constantly review the level of service in order to ensure that the service evolves, improves and that we respond to the changing needs of our clients.

What you can expect from us:

- To act with integrity and in your best interests at all times
- To never allow our independence to be compromised in acting on your behalf
- To protect your money and assets when under our control
- To be offered a meeting with the person who will have the day to day conduct of your file
- To be informed of the name of the Partner who will have overall responsibility for your file
- To receive clear information on our fees from the outset
- To receive value for money
- To receive a prompt response to your letters, e-mails and telephone calls
- To receive clear advice in plain English and free of legal jargon
- We will review your matter regularly
- We will advise you of any changes in the law affecting your matter
- We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter

What we expect from you

- You will provide us with clear, timely and accurate instructions
- You will provide all documentation required to complete the transaction in a timely manner
- You will safeguard any documents that are likely to be required for discovery

Our Working Relationship

The appointment of a lawyer is an important decision and one which you should not take lightly. We are keen that you should get to know us and the way we work and encourage you to come and visit us so that we can meet face to face, even if you have no particular legal concerns at the time.

Communication is a key element in our being able to provide you a service of the highest possible standard. To this extent we will endeavour to answer or return your telephone calls the same day and written queries within 24 hours.

Your Lawyer

You can rest assured that the Lawyer appointed to your file will have the relevant expertise and seniority to handle your file and we will advise you of their contact details and the contact details of the partner who will have overall responsibility for your file, although your first point of contact will always be the Lawyer appointed rather than the partner.

All our staff are competent in areas relevant to your needs. Our lawyers are kept up to date with recent changes in the relevant law and practice and all our staff are trained to try and make dealing with us as effortless and smooth as possible.

You can obtain a copy of the Solicitors Handbook on the SRA website:

<http://www.sra.org.uk/solicitors/handbook/welcome.page> .

Instructions

When you instruct us in relation to a new matter, transaction or case, we will normally send you an engagement letter and subsequent letter or email confirming instructions. If you have instructed us before, we may not send you a formal engagement letter again but we will, in all cases, confirm your instructions and provide you with all necessary cost information. The terms of the engagement letter, supplemental letter and these Terms will together form the contract between us in relation to that matter, transaction or case. If you are arranging for any other person to pay our fees and expenses, you must ensure that they are aware of all the terms of the contract between us.

Where we are instructed by more than one person, firm or company to represent their legal interests, those instructions will be considered to be joint and several unless another arrangement is agreed in writing between us. By joint and several we mean that responsibility for communicating with us and for paying our fees rest with each of you individually as well as collectively. This also means that we are entitled to take instructions from one of you on behalf of each client.

Initial Advice

We may agree to meet you on a "no obligation" basis if you are unsure about whether or not we will be able to help and would like to have an informal meeting before instructing us. This will need to be agreed in advance.

Money Laundering Regulations

Money Laundering is defined as “the process by which the identity of the proceeds of crime and the true ownership of the proceeds is changed so that the proceeds appear to originate from a legitimate source”.

Under the terms of these regulations we are required to establish satisfactory evidence of a client’s identity (and sometimes people related to them) as soon as reasonably practicable after accepting instructions. This is because solicitors, who deal with money on behalf of clients, can be used by criminals to launder money.

We ask you now to provide evidence of your identity.

Proof of Identity

We may need to validate your name, address and other personal information supplied by you during your transaction. We may also use electronic checks of financial, public and electoral roll records to validate name and addresses and other personal information and charge you for these checks. By accepting these Terms you authorise Cavendish Legal Group to carry out these checks if we deem necessary. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency, which may keep a record of that information. You can rest assured that this is done only to confirm your identity. A credit check is not performed and your credit rating is not affected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

Documentary proof of your identity will need to be ascertained as follows: -

- One document must contain a photograph and your signature
- The second document must show your address and be less than three months old

If you are unable to attend our offices in order to prove your identity, you must seek assistance from a person who is regulated under the Money Laundering Regulations in this respect: an Accountant, High Street Bank Manager, Regulated Financial Advisor or Regulated Solicitor may be able to assist you in this respect.

Identification Procedures for a Company

Documentary proof of a company’s identity will need to be ascertained as follows:-

- Copy of the company’s certificate of incorporation
- Copy of the company’s List of Directors
- Copy of the company’s List of Shareholders
- Details of the company’s registered address

We can obtain these by way of a company search or, if you have the documents to hand, the cost of the search can be saved by you providing them direct. Should you require us to obtain these documents, we will charge the sum of £45.00 plus VAT. The actual cost to this firm as a disbursement is £6.00.

- Evidence of identity of at least one relevant individual from the company (the company secretary and/or either a director, significant or influential shareholder). Evidence is required of both an individual’s name and address. You should provide one document (a certified copy) from each of these categories:

Evidence of name

Current passport
Current driving licence
Current identity card

Evidence of address

Recent bank statement
Recent utility bill (not mobile phone bills)
Any form of evidence not been used as evidence of name

- In addition, where one of the company’s shareholders owns 25% or more of the company’s shares, we must also take the appropriate steps to verify their identity, and this applies both to individual and corporate shareholders. Consequently, you will need to tell us if the company has a shareholder that falls into this category, and ensure that they provide the relevant information to us.

It may amount to a criminal offence for us to accept your instructions without proof of your identity, hence our insistence in this respect. Should you require any additional information, please do not hesitate to contact us.

Conflicts of Interest

In your interest and to avoid a potential conflict of interests, you should ensure that the Lawyer responsible for your matter on a day to day basis is advised of your full and correct name as soon as possible.

In the case of corporate clients you will be asked to provide the Limited Company’s registered office address and Company Registration Number.

In the case of partnerships the names of the partners or members and the business address.

All material information in relation to a matter should be given at the earliest opportunity to the Lawyer responsible so that we can check that we are not prevented from acting for you because of earlier instructions from another interested party.

Conflict of interest can arise between two or more of our clients, or between us and our current clients. We can never act where there is a conflict, or a significant risk of conflict, between us and our client. If there is a conflict, or a significant risk of a conflict, between two or more of our current clients, for instance where we have more than one current client and we owe different duties to act in the best interests of those clients in the same or related matters, then we must not act for all or both of our clients.

We will always inform you if there is a conflict or potential risk of conflict of interest arising.

Confidentiality and Disclosure obligations

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
- Legal and 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 such as expert witnesses and other professional advisors. You have a right of access under data protection legislation to the personal data that we hold about you.

Confidentiality is the cornerstone of our relationship with you. As well as being a core principle under which we operate, it is a legal requirement ensuring that we can be open in all your discussions with us in the knowledge that they are entirely confidential.

Sometimes we must make enquiries of you as to the purpose of the work you have asked to carry out and the source of any money you intend to send to us.

We will only disclose information given to us by you if you agree to us doing so or we are compelled to disclose it by Court order or other legal requirement such as the provisions of The Proceeds of Crime Act 2002 or other statute relating to money laundering or tax.

In certain circumstances we may be required by statute to make a disclosure to the National Crime Agency (NCA) where we know or suspect that a transaction may involve a crime such as money laundering, drug trafficking or terrorist financing. If we make a disclosure in relation to your matter we may not be able to tell you that such a disclosure has been made. We may even have to stop work on your matter for a period of time and may not be able to tell you why.

Solicitor client privilege dictates that a solicitor shall not divulge any information in relation to a client's affairs to any Third Party. In certain circumstances it will be necessary for us to divulge privileged information to relevant Third Parties acting in your interest such as Surveyors, expert witnesses and counsel.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organizations are required to maintain confidentiality in relation to your files.

By instructing Cavendish Legal Group you are waiving the Solicitor/Client privilege and confirming that Cavendish Legal Group may utilise their absolute discretion in disclosing information to any relevant Third Party acting in your interest in relation to your transaction.

Use of other professionals

We may arrange with your agreement for other professionals to assist with your case when needed. These may be, for example, barristers, surveyors, interpreters or enquiry agents. Although we will take great care in selecting the appropriate professional, we cannot be responsible for their conduct of matters which are under their control.

Equality and Diversity

We are committed to eliminating discrimination and promoting equality and diversity in our own policies, practices and procedures and in those areas in which it has influence. This applies to our professional dealings

with clients, staff, other solicitors, barristers and third parties. We do not discriminate on grounds of race, gender, sexual orientation, religion, age, marital status or disability in the provision of our services, when instructing counsel or other experts or deciding whether or not we are able to accept client's instructions.

Change of Address

Any change of address should be notified to us as soon as possible. Otherwise we will write to you at the initial address notified to us by you unless notified otherwise.

Plain English

We aim to provide clear, jargon free advice. Our staff is encouraged to communicate, whether by letter, email or telephone, in a concise and straightforward way.

Hours of Work

The formal opening and switchboard hours are 9.00 am to 5.00 pm, Monday to Friday. Conscious to the needs of our clients, however, we will try to be flexible and offer appointments outside of the normal office hours Monday to Friday.

All our lawyers have direct telephone lines that operate outside as well as during switchboard hours.

Personal Attendance at our offices

For the benefit of all our clients it is essential that we operate an appointment system for seeing clients.

Please do not hesitate to telephone to make an appointment to see your Lawyer. **We regret that we are unable to see you without an appointment.**

Continuing Client Care

We believe in continuous improvement and encourage feedback from clients. If you feel that there is any way that we can improve our service to you then please let us know.

We often send a questionnaire to and/or telephone clients on completion of a matter asking for comments, good or bad about our service.

Critical dates

Once your matter, transaction or case is completed, we cannot accept any on-going responsibility for reminding you of critical dates relating to matters such as rent reviews, lease renewals, the exercise of options or the service of notice within time limits unless we have current and specific written instructions from you to deal with them prior to the critical date.

Wills, deeds, papers and documents

If we store any of the above by agreement with you we may make a charge to cover our administration costs. Most files are now archived electronically and we reserve the right to make a charge for providing information or copies from the archived file. Our charge may be for:

- Time spent producing stored papers that are requested
- Reading, corresponding or other work necessary to comply with your instructions in relation to the retrieved papers

After completing the work, we are entitled to keep all papers and documents while there is money owing to us for our fees and expenses relating to the matter.

Should a Will or other legal document be signed anywhere other than at our premises we will provide you with the necessary information as to how the document is to be signed and witnessed. If you fail to act on the written directions which results in the document becoming defective, we accept no liability for any consequences which stem from such defects.

Copyright and other intellectual property rights

Unless otherwise specifically agreed in writing we retain the copyright and other intellectual property rights in all written or other materials supplied to you. In the event that materials prepared by us are passed on to or are disclosed by you to third parties, then you are liable for the payment of proper professional charges for their use and all expenses or losses incurred in enforcing our intellectual property rights.

Financial Services

We are not authorised under the Financial Services and Markets Act 2000, but we are able, in certain circumstances, to offer a limited range of investment and mediation services to you because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society.

We are included on the register maintained by the Financial Conduct Authority (FCA) so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the FCA website at <http://www.fsa.gov.uk/register/epfSearchForm.do>.

Complaints and redress mechanisms if something goes wrong are provided through the Solicitors Regulation Authority and the Legal Ombudsman. The timescale for referring a complaint to the Legal Ombudsman and their contact details are set out under "Complaints".

Our charges

We aim to provide you with value for money and the best possible information about the likely cost of work both at the outset and during the progress of your matter.

If we have not quoted a fixed fee for the work we have agreed to undertake for you, then our charges are calculated mainly on a time spent basis and bills may be issued monthly or less frequently depending on how much work has been carried out at the time of the month when the accumulated charges are reviewed. Our standing hourly charges (which are charged for all work including attending meetings, speaking to you or other people on the telephone, travelling to and from meetings, waiting, research and preparation of your file and letters) are set out below and are dependant on the grade of the Lawyer. Like most solicitors, we record our time in units of 6 minutes. This hourly rate is increased periodically, usually annually on the 1st of May. We will inform you of any revision immediately this is implemented. In exceptional circumstances, we would expect to increase our hourly rate by 10% because of such matters as urgency and unsocial working hours.

Our Client Care Letter will confirm the charging rate applicable to any work undertaken by a Partner or Senior Solicitor on your file

Assistant Solicitor	£200 per hour
Member of ILEX	£180 per hour
Trainee Solicitor	£150 per hour

All hourly rates are subject to VAT at the prevailing rate

It is very difficult to estimate how many hours of work will be necessary to conclude your case. This will depend on a number of factors, one of which being how far the matter proceeds. Your Lawyer will attempt to provide you with an estimate of how long your case may take to reach a conclusion, together with the associated costs, in the letter attached to these Terms and will subsequently provide you with an update as to the estimated costs and time to conclude the matter every three months. If you have any query about the level of any revised rates notified to you, please contact your Lawyer immediately.

Please bear in mind that the amount of costs you have to pay may be greater than the amount you can recover from another party to the case.

We will notify you of any expenses which you are likely to have to pay, such as Court fees, Counsel's fees and any other disbursements when they become due. VAT is payable on certain expenses.

We will of course inform you if any additional work becomes necessary due to unforeseen or unexpected difficulties, or if your requirements or case circumstances significantly change during the course of the matter.

It is normal practice to request clients pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps to avoid delay in the progress of your case and is on account of any charges or expenses that will be incurred before work starts on your matter. We may request further payments on account for charges and expenses to be incurred as the matter progresses.

Basis of Charging

Except in the case of Conveyancing work generally, our fees are calculated based on the amount of hours or part hours that we work on your file. All time spent is recorded and we operate a system under which each hour is split into six minute units. Activities in respect of which time is recorded includes meetings, telephone discussions and correspondence, reading, preparing and revising documents, general consideration and research, travelling and the general supervision administration and care and control of your file.

As recommended by the Solicitors Regulation Authority we may also take into account other factors when calculating our charges including:

- complexity and difficulty of matter
- specialist knowledge and responsibility involved
- value of transaction
- urgency

Quotations

Where a fixed price quotation for work is given, this will be based on your initial instructions. However the nature of legal work is such that sometimes it becomes necessary to undertake additional work not originally envisaged by your initial instructions. Any such additional work will be charged in accordance with the criteria or set fees as outlined below unless otherwise agreed with your Lawyer.

Value Added Tax

VAT will be charged on all our fees at the prevailing rate.

If you are VAT registered we will, on request, supply you with copies of any invoices for disbursements where VAT has been paid so you can reclaim the VAT.

Review

The hourly rate we apply to the time spent on your matter will be reviewed annually with effect from 1 May each year. If we intend to apply this review to your matter we will advise you in writing.

Disbursements

From time to time we may be required to pay expenses on your behalf to third parties. These are called disbursements and may be, for example, court fees, Stamp Duty Land Tax, Land Registry fees, Property Search fees, barristers' fees, expert witness fees, courier's fees etc. We may require you to let us have sufficient funds to cover these in advance. In the case of a conveyancing transaction, it will not complete unless we have cleared funds for all disbursements that you are due to pay before or after completion.

Ongoing Information

We will tell you when and what disbursements and foreseeable payments may have to be made. We will supply such general information as we are able, in order to ensure that you are kept informed of any likely changes as the matter proceeds. If an estimate is given, we will inform you as soon as it becomes apparent that it is likely to be exceeded.

Conditional Fees

If we enter into a conditional fee arrangement with you either before or after you receive these Terms the terms of the conditional fee agreement also form part of our contract with you.

In the event that there is any inconsistency between these Terms and the conditional fee agreement and/or any engagement letter and or subsequent letter or e-mail, the terms of the conditional fee agreement will prevail.

Electronic Identification Checks

This firm will carry out electronic ID checks to verify your identity.

In addition, to guard against property fraud, we will also use the following Electronic ID verification during the course of your transaction:

- **"Lawyer Checker"**, which is an online service providing risk management solutions to the conveyancing industry. This check will allow us to gather further information on the Conveyancer to which we are sending money and to enable us to better assess the risks associated with transferring funds throughout the property transaction.

- **"Client Checker"** This online check allows us to gather further information on the bank account to which we are sending money to or receiving money from.

An administration fee totalling £35 plus VAT at the prevailing rate will be charged by us for preparing and administering these checks. The charge made may be less but not more if we do not carry out all of the above checks. The costs for checks carried out will be payable by you regardless as to whether or not your property transaction proceeds to a successful conclusion.

It may amount to a criminal offence for us to accept your instructions without proof of your identity and hence our insistence in verifying an individual's credentials. Should you require any additional information, please do not hesitate to contact us.

Interest on invoices

Fees, disbursements and VAT are due on the delivery of our invoice without any deduction by way of set-off, counterclaim or otherwise.

In the event that a balance due from you remains outstanding for more than 7 days following the date of the invoice, we reserve the right to charge interest on the outstanding balance from the date of the invoice to the date of final and complete payment including any surcharges and accrued interest, at the rate specified in The Late Payment of Commercial Debts (Interest) Act 1998.

We shall charge an administration fee of £100 plus VAT to cover the initial basic costs of recovery. Interest will be payable at the rate of 15% APR in relation to all sums outstanding from the date requested to the date of final and complete payment including any surcharges and accrued interest. Any further legal costs incurred for recovery of an outstanding balance will be charged at our Hourly Charging Rate.

Outstanding Bills

At the conclusion of your matter and in the event that you are successful, you may be entitled to payment of your costs from the other side. It is rare, however, for the system of "assessment", as it is known, to result in the other side having to pay anything like the full amount of your costs (and obtaining payment from a defendant who may disappear or claim poverty is another matter). If the other party is legally aided, you may not get back any of your charges and expenses, even if you win your case. This is a complex subject that your Lawyer shall be happy to explain further if you wish.

It is important to remember that notwithstanding any agreement reached with any Third Party in relation to costs, it is the primary responsibility of the client to discharge our fees in respect of the transaction and our invoice will be addressed to you, the client. When the client comprises of more than one person, liability for our fees is shared between those persons on a joint and several basis so that we may seek recovery from any one or more of those persons.

VAT will be added to our professional charges at the rate that applies when the work is dealt with.

Order for Costs

In some circumstances, the Court may order you to pay the other party's legal charges and legal expenses - for example, if you lose the case or interim applications. This will be payable in addition to our charges and expenses. You will also need to consider whether our charges and expenses and your liability for another party's costs may be covered by insurance and, if not, whether it would be advisable for you to have insurance to meet the other party's charges and expenses.

Payments made by you

If we require funds from you (for example, in respect of our fees on behalf of your costs or costs for another party or damages payable), then we would request that payment be made to us by electronic telegraphic transfer from your bank to our bank or by a personal cheque drawn from an account in your name.

Credit Card Payments

We will accept Credit Card payments in relation to disbursements and outstanding monies which are due from you up to a maximum of £500 in any one transaction. Credit Card payments will take up to three days to clear into our account.

Please note if paying by a credit card, there will be a small additional charge added for the bank charges incurred. In case of a MasterCard or Visa payment, this charge will be 1.5% plus VAT.

Please note that WE DO NOT ACCEPT payments by AMEX.

Important notes regarding payments

WE DO NOT ACCEPT CASH OR BANKER'S DRAFTS NOR PAYMENTS MADE BY A THIRD PARTY. Any payments received from you must be supported by an official copy of a Bank Statement showing that the monies have come from an account in your name. Internet Bank Statements must show the official Bank logo and contact details and also your full name and Account Number for these to be accepted by this firm.

Any payment made by a third party into our bank account will be immediately rejected.

Telegraphic Transfers

It is our policy to telegraphically transfer funds to our clients in respect of all balances over £3,000. Please note that a telegraphic transfer fee, which includes an arrangement fee charged by this firm, are charged at £49.00 plus VAT per item. The actual cost to this firm as a disbursement is £6.00. The balance is an administration charge for arranging and authorising the electronic transfer.

Interest

Our overriding responsibility is to keep your money safe and available for the purpose for which it was provided.

We hold client money in a general client account and we will account to you for any interest earned on cleared funds held on your behalf. We will not account to you where the interest earned is **£50** or less and, where the interest exceeds this amount, we reserve the right to deduct an administrative charge for calculating interest due. Where the interest is less than the administrative charge, no interest will be paid to you and our administrative charge will be reduced to equal the interest earned. In calculating interest due we will assume ten working days are taken to clear cheques with interest credited from the seventh day onwards.

Payments received by BACS and Electronic Transfer will be treated as cleared funds from the day this firm's client account is credited with the funds.

Where we have asked you for funds to complete a transaction we reserve the right to refuse to complete the transaction in the absence of cleared funds.

Please bear in mind that when we hold money for you we are unlikely to receive interest from our bank comparable to the amount of interest that you can achieve if you deposited the money yourself.

In accordance with the Solicitors Accounts Rules our policy is to pay a reasonable rate of interest based on money at call on HSBC's "Business Current Account for Larger Organisations". This level of interest is reviewed annually on the 5th April each year.

Objecting to our fees

As previously indicated you have a right to object to our invoice by raising the issue with us and if you are not satisfied with our response, by referring it to the Legal Ombudsman.

Alternatively you may have a right to apply to the Court for an assessment of our bill under Part III of the Solicitors Act 1974. If you exercise a right to have our costs assessed by the Court you cannot refer the issue to the Legal Ombudsman.

If the services we have provided relate to proceedings in a Court or tribunal, you may additionally be entitled to have the amount of our fees checked or assessed under Rules of Court or regulations applying to particular proceedings, or under the inherent jurisdiction of the Court of tribunal before which the proceedings have taken or are taking place.

If any part of our invoice remains unpaid whilst you dispute it we may be entitled to charge interest as to which see above under "Interest on invoices".

Limitation of liability

Under no circumstance shall Cavendish Legal Group or its Employees, be liable for any loss, damage, costs or expenses arising in any way from or in connection with fraudulent acts or omissions, misrepresentation or wilful default on the part of our client(s), the person, company, institution or their legal representative acting on the other side of this transaction / or our client(s) Directors, Employees or Agents.

We shall accept liability to pay damages for losses arising as a direct result of breach of contract or negligence on our part but the liability of Cavendish Legal Group and its Staff shall be limited in accordance with the limitations of our Professional Indemnity Insurance Policy which may vary from time to time.

Third Parties

The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

The Firm alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

Undertakings

Throughout the course of your matter it may be necessary for us to undertake to make certain payments or perform certain tasks on your behalf. For instance, we may be required to promise to pay search fees and/or transactional disbursements. By accepting our Terms you are confirming that you will be liable for any and all undertakings or promises made by us on your behalf and that you will make payment in respect of any outstanding balances immediately upon request in this respect.

Liens

The Common Law entitles us to retain any money, papers or other property belonging to you which property comes into our possession pending payment of our fees, whether or not the property is acquired in connection with the matter for which the fees were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property other than money, even if the value of it greatly exceeds the amount due to us in respect of fees.

If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all fees incurred, whether billed or not. We also have a right to ask the court to make a charging order in our favour for any assessed fees (often referred to as "costs").

Professional Indemnity

Our liability to you for a breach of your instructions shall be limited to £3,000,000 unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of the terms above.

We are covered by Compulsory Professional Indemnity Insurance provided by:-

Howden UK Group
One Creechurch Place
London
EC3A 5AF
Tel: 020 7133 1200

Policy number: P18A295278P.

Full details of our PI Insurance Policy are available for inspection at our Head Office.

Complaints

This firm is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill please contact the Lawyer who has the conduct of your matter in the first instance. In the event that you do not feel that this course of action is appropriate or has been exhausted you should send a BLANK email to complaints@clglaw.co.uk and in response you will receive a copy of our complaints procedure. Or write to:

Complaints Manager, Cavendish Legal Group, 188-190 Hoe Street, Walthamstow, London E17 4QH

We will look at any complaint promptly and with care and do all we can to explain the position to you. If we have given you less than satisfactory service we shall try and do everything reasonable to put it right.

We have eight weeks to consider your complaints. If at the end of the complaint process you are not satisfied with our response you can refer the matter to the Legal Ombudsman to consider the complaint. The contact details for the legal ombudsman are as follows:

You may write to: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

Normally you will need to refer a complaint to the Legal Ombudsman within six months of receiving a final written response from us about the complaint or within six years of the act of omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

A complainant to the Legal Ombudsman must be one of the following:

- **An individual;**
- **A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding £2 million);**
- **A charity with an annual income less than £1 million;**
- **A club, association or society with an annual income less than £1 million;**
- **A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.**

If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

Termination

You may terminate your instructions at any time (subject to these Terms) on notice in writing.

We may also withdraw from acting for you, but we will normally only do so for professional reasons or arising from your failure to comply with these Terms.

We will render an invoice to you which will become payable in accordance with these Terms for all work carried out up to or in consequence of the conclusion of our contract with you.

We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses/by proportion of the agreed fee, as set out in these Terms.

Right to cancel

If your instructions have not been given in a face-to-face meeting you would generally have the right to cancel those instructions without any cost to you within 14 days of these written instructions being received by this firm. You may cancel the agreement by either delivering or posting a note to this office cancelling your instructions.

You may ask us to commence work before the cancellation period expires, however we must not provide a service before the end of the cancellation period unless you have made an express request.

You may not, however, cancel the agreement without cost to you once we have, with your permission, started to do work on your behalf. By signing and returning our letter of instruction you are agreeing for Cavendish Legal Group to act within the Protocol referred to above and to avoid any delay in the transaction, we may start work on your behalf straightaway and do not have to wait for the cancellation period to expire.

Right to cancel (off-premises and distance selling only)

You have the right to cancel within 14 days starting the day after the date the contract is entered into. Your cancellation rights are laid out in the attached 'Instructions for Cancellation'. Should you wish to cancel please use the attached cancellation form.

FINANCIAL SERVICES COMPENSATION SCHEME

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in Barclays 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.

However, with effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

In the event of a bank failure you agree to us disclosing details to the FSCS.

LEGAL AID

We don't undertake legal aid work and it is important that you are aware of Legal Aid.

Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may qualify). Alternatively go to the LAA website www.gov.uk/legal-aid or telephone them directly on 0300 20 2020

Offices at:

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General email contact for all offices: enquiries@clglaw.co.uk

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Cavendish Legal Group is a trading name of O'Neill Patient Solicitors LLP.
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Authorised and regulated by the Solicitors Regulation Authority (Reg No.449172)



I/We the undersigned have read and understood the Terms & Conditions outlined above and agree to be bound by them

Signed

Dated

Signed

Dated