

Terms of Business

1. Definitions

- 1.1 **Contract:** means the agreement between *you* and the firm as set out in the terms of business, client care letter and any other documents referred to within either the terms of business or the client care letter.
- 1.1 **These terms:** means these Terms of Business.
- 1.2 **The form or this firm:** mean AFG LAW Limited and not any individual or group of individuals within this firm.
- 1.3 **We, us and our** (and other relevant first person terms): mean AFG LAW Limited
- 1.4 **You:** means each and every party to this contract (other than us).
- 1.5 In relation to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
 - a) **Consumer:** means an individual acting for purposes which are wholly or mainly outside of that individual's trade, business, craft or profession.
 - b) **Trader:** means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf. The firm is a trader for the purposes of these regulations.
 - c) **Distance contract:** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.
 - d) **Off-premises contract:** means a contract between a trader and a consumer which is any of these:
 - i) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
 - ii) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

- iii) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;
 - iv) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.
- e) **Conclusion of the contract:** means the date *you* sign the client care to confirm acceptance of our Terms of Business or the date from which you continue to provide us with instructions following receipt of our terms.
- f) **Cancellation period:** means 14 days from the day of the conclusion of the contract.

2. Terms of business

- 2.1 *These terms* may not be altered unless agreed in writing by this Firm
- 2.2 *You* should read *these terms* carefully, along with your client care letter and any other documents referred to within that client care letter, as these documents set out the basis on which *we* will provide services to *you* and form the *contract* between *us*.
- 2.3 By accepting *these terms*, *you* are entering into a *contract* with *the firm*.

3. Responsibilities

- 3.1 *Our* responsibilities include advising *you* on the law, following your instructions, reviewing your matter regularly, and discussing with *you* whether the potential outcomes justify the expense and risks involved with *your* matter.
- 3.2 Once a matter has ended, unless *we* expressly agree in writing otherwise:
- a) *we* are not responsible for updating our advice or documentation to reflect any later changes in the law or practice; and
 - b) *we* will not remind you about future deadlines or obligations relevant to that matter.
- 3.3 *You* need to provide *us* with clear and timely instructions, the information and documents required for *us* to do *our* work, and funds required.

4. Instructions

- 4.1 If *we* are advising more than one person (whether individuals, companies or other entities), *we* will, unless otherwise agreed in writing, act for those persons jointly and severally.
- 4.2 If *you* are instructing *us* jointly, it is your responsibility to tell *us* straightaway if *you* require more than one person to give *us* instructions in relation to your matter. Otherwise, *we* will accept instructions from any one person.
- 4.3 If *you* are a company or other commercial entity, it is your responsibility to tell *us* at the outset if *you* require more than one director (or equivalent) to give *us* instructions.
- 4.4 We have enclosed our **Customer Due Diligence form** and **Source of Funds Questionnaire** (if applicable) which need to be completed and returned to this firm.

5. Information about this *firm*

- 5.1 *The firm's* contact details are:
 - a) **Name: AFG LAW**
 - b) **Constitution:** AFG LAW Limited with company number 8495673
A list of Members/ Directors/ Partners is available for inspection at *our* registered office.
 - c) **Address:** First Floor Regent House Fold Road Bolton BL1 2RZ
 - d) **Contact number:** 01204 377600
 - e) **Email:** info@afglaw.co.uk
 - f) **Website:** www.afglaw.co.uk
 - g) **Hours of business:** 8.30am. until 5.00pm
 - h) **VAT number:** 177827852
- 5.2 *We* are authorised and regulated by the Solicitors Regulation Authority (SRA) and *our* SRA ID number is 598043. This means that *we* are required to comply with a number of professional rules set out in the SRA Standards and Regulations which *you* can view at <https://www.sra.org.uk/solicitors/standards-regulations/>.
- 5.3 The SRA Indemnity Insurance Rules, in force from time to time, require *us* to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance *we* carry, including the contact details of *our* insurers and the territorial coverage of our insurance, are available in hard copy at *our* Head Office or made available upon request.

6. *Our* charges

- 6.1 The basis for *our* charges will be set out in your client care letter.
- 6.2 **Fixed fee services:**

- a) If *we* charge on a fixed fee basis, this is based on the assumption that the work will be completed without any complications arising. If any unforeseen additional work is required, or if *you* change *your* instructions to *us*, *we* will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the person(s) dealing with your matter. In either case, *we* will not carry out any further work until any changes to *our* original estimate have been agreed in writing.

6.3 Hourly rate services:

- a) If *we* charge on an hourly rate basis, hourly rates vary according to the experience of the person handling your matter. The hourly rates that apply to your matter are set out in your client care letter.
- b) *We* review *our* hourly rates from time to time, *we* will notify *you* in writing of any increase. If you do not accept the new rates after review, *we* reserve the right not to continue acting for you.
- c) *You* will be charged for time spent on your matter which will include: any meetings with *you* (and any third parties); considering, preparing and working on papers; correspondence; making and receiving telephone calls; research; internal consultations; and travelling. Time is recorded and charged in six-minute units at the applicable hourly rate. Therefore, this is the minimum amount of time *we* will charge for any piece of work undertaken on your matter.
- d) *We* add VAT to *our* fees applicable at the time that the work is completed.
- e) *We* reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses. Where applicable, *we* will charge VAT on *our* charges and expenses.
- f) Where *we* give *you* an estimate of costs, it is a guide to assist *you* in budgeting for your legal costs and is not fixed. *We* will do *our* best to keep *you* updated with the best costs information that *we* are able to provide at any one time. If *you* would like to agree a ceiling figure, above which *we* will not incur any further costs without your consent, please let *us* know as soon as possible.

7. Disbursements

- 7.1 All disbursements (expenses) which *we* incur in working on your matter will be payable by *you* in addition to *our* charges. Examples of these expenses include but are not limited to Land Registry and Companies House fees; search fees; Stamp Duty Land Tax (and similar taxes); fees charged by experts, agents, couriers and barristers; court fees; travel expenses and subsistence; international telephone

calls; use of on-line databases; and telegraphic transfer fees. VAT is payable on certain expenses, which *you* will need to pay in addition.

8. Paying *our* bills

- 8.1 The frequency of billing will depend on the nature of a matter. The frequency of billing for your matter is set out in your client care letter.
- 8.2 In some cases, particularly when litigation is involved or when *we* may need to incur substantial expense on *your* behalf *we* may require *you* to provide a payment on account (payment in advance of *us* carrying the work out). Where *we* ask *you* for payment on account, *we* are not obliged to carry out any work on your matter until that payment has been made. A payment on account is not an estimate or fixing of charges, and our total charges may exceed the payment on account.
- 8.3 *You* must tell *us* straightaway if *you* have any form of legal expenses insurance that *you* think might pay for *our* bills.
- 8.4 If a third party agrees to pay *our* bills, *you* will remain responsible to *us* for payment until those bills have been paid in full.
- 8.5 Unless agreed otherwise, *our* bills are payable within 14 days of delivery. If *we* do not receive payment during this time, then *we* reserve the right to charge *you* interest on the outstanding amount at a rate which is 8.5% per annum. Interest will accrue from one month after the date of delivery of the bill to the date of payment and will be payable on demand. *We* may also retain any papers and documents belonging to *you* while payment for *our* bills is outstanding.
- 8.6 All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent *us* from invoicing *you* for expenses for that period on a subsequent bill.
- 8.7 *We* are normally only able to accept cash up to a limit of £1,000.00 in any 28 day period / do not normally accept payment in cash. If *you* circumvent this policy by depositing cash direct with *our* bank *we* reserve the right to charge for any additional checks *we* deem necessary regarding the source of the funds.
- 8.8 If *we* are providing services to more than one person whether individuals, companies or entities and *we* are asked to deliver bills only to one person, those bills will remain payable in full by all persons that *we* provide services to under this *contract*.
- 8.9 Where *we* hold money on your behalf, because *we* have received funds on your behalf or *you* have made payment on account, *we* may use this money towards payment of *our* bills. *We* will advise *you* if *we* do this.

8.10 *You* can make a complaint about a bill using *the firm's* complaints procedure which is available upon request. *You* may also have the right to complain to the Legal Ombudsman (see clause 21.7) or to apply to the court for an assessment of the bill under part III of the Solicitors Act 1974.

9. Contentious matters

9.1 *You* will be responsible to *us* for our fees and disbursements regardless of any order obtained for payment of *your* costs by another party. *Our* costs are likely to exceed the sum which *you* could recover from any other party to the proceedings. *You* should also bear in mind that *you* may be ordered to pay the costs of the other party.

10. Your money

10.1 Interest Policy

- a) Where *we* hold money in a client account for *you*, the SRA Accounts Rules require *us* to account to *you* for interest where it is fair and reasonable to do so in all the circumstances.
- b) *Our* interest policy shall be kept under review and may change if the Bank of England base rate increases or decreases. Interest rates payable on client accounts are currently around 0.1% and the Bank of England base rate is 0.75%. Therefore, the rate of interest available on client accounts is lower than rates of interest which can be obtained on other bank or building society accounts.
- c) For cleared funds paid into a client account, *the firm* shall account for interest unless one of the following circumstances apply:
 - i) The amount of interest calculated on the balance held is £20.00 or less; or
 - ii) The client money was held in cleared funds in client account for a period of five working days or less.
- d) *We* will usually account to *you* for interest under *our* interest policy at the conclusion of *your* matter.

10.2 Banking

- a) *The firm* operates its client accounts through Virgin Money.
- b) It is unlikely that *we* will be held liable for losses resulting from a banking failure.

- c) The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, building societies, etc.). The FSCS can pay compensation (up to £85,000) to consumers if a deposit provider is unable, or likely to be unable, to pay claims against it. Some temporary high balances (up to £1,000,000) are also covered for up to six months; these relate to balances in transactions involving property, marriage, divorce, redundancy, unfair dismissal, personal injury, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate. Please ask for further details if *you* require them.

- d) The £85,000 FSCS limit applies to an individual client, so if *you* hold other personal monies in the same deposit-taking institution as *our* client account, the limit remains £85,000 in total. Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so *you* should check with your deposit provider, the FCA or a financial adviser for more information. Further information regarding the FSCS can be found at www.fscs.org.uk, telephone number **0800 678 1100** or **020 7741 4100**.

- e) If a banking failure occurs in relation to any deposit provider which holds money that *we* have deposited on your behalf, *you* agree that *we* may, where applicable, disclose to the FSCS all relevant details in *our* possession about *you* and the money that *we* hold on your behalf with such a deposit provider. However, if *you* do not wish *us* to make any such disclosure, please notify *us* by writing to *our* Data Protection Officer/position, Anita Boardman. Please note that by withholding consent to *our* disclosure of your details to the FSCS in such circumstances, *you* may forfeit any right *you* may have to receive compensation from the FSCS where a banking failure occurs in relation to a deposit provider holding money which *we* have deposited on your behalf.

11. Limitation of liability

- 11.1 *Our* liability to *you* for a breach of your instructions shall be limited to £3 million pounds), 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.

- 11.2 This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

- 11.3 **Proportional liability:** In addition to the other limitations in this document, where *we* and/or third parties are responsible for any loss suffered by *you*, *our* liability for that loss will be limited to a fair proportion of *your* total loss calculated by reference

to the extent of *our* responsibility. If *you* have engaged others to represent or advise *you* on a matter in which *we* are involved and *you* agree with any of them that their liability to *you* will be limited, in order that *our* position is not adversely affected by any such limitation of their liability, *you* agree that *our* liability to *you* will not exceed the amount which would have applied in the absence of that limitation.

11.4 **Third party liability:** If *you* start proceedings against *us* for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to *you* in respect of the same loss or damage, then *you* will (if *we* so request) join them into the proceedings. This is subject to any legal prohibition against *your* joining them in that way.

11.5 We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly, *you* agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which *you* suffer or incur, arising out of or in connection with *our* engagement or the services *we* provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of *our* employees, consultants or partners. The provisions of this paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

11.6 We can only limit *our* liability to the extent the law allows. In particular, *we* cannot limit *our* liability for fraud nor for death or personal injury caused by *our* negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s60(5) precludes the exclusion of such liability.
Please ask if *you* would like *us* to explain any of the terms above.

12. Rights of third parties

12.1 *Our* advice is for *your* benefit only. Save as expressly set out, *our* agreement with *you* is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12.2 No other person may see or rely on our advice without our written consent and subject to the conditions that we impose at the time.

13. Storage of documents

13.1 After completing the work, *we* may be entitled to keep all your papers and documents while there is still money owed to *us* for charges and disbursements.

13.2 We will keep *our* file of your papers (except those papers you ask to be returned to you) in a secure storage area under our control of 6 years from the date of the final invoice, after which time they will be securely destroyed **OR** We keep files on the understanding that *we* can destroy them 6years after the date of the final bill. **OR**

We keep files on the understanding that we can anonymise them 6 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody. However, should any of your documents be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.

13.3 If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you for: time spent producing stored papers that are requested; and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at that time.

14. Confidentiality and data protection

14.1 Our use of your information is subject to your instructions, the Data Protection Act 2018 ('DPA') and our duty of confidentiality. Therefore, we keep information passed to us confidential and will not disclose it to third parties except as expressly or implicitly authorised by you, except in the following circumstances:

- a) if required by law;
- b) to professional service providers (such as expert witnesses, auditors or other advisors) for legal, regulatory and compliance purposes;
- c) to selected third parties (including barristers and consultants) who assist us with legal, financial, administrative, information technology and other services; or
- d) if that information has entered the public domain other than as the result of our unlawful disclosure.

14.2 If we engage a third party in connection with your matter, we may put in place an agreement requiring them to treat your information as confidential.

14.3 The firm is the data controller (for the purposes of the DPA) of personal data that you provide to us. This means that the firm has a duty to comply with the provisions of the DPA when processing your personal data.

14.4 The firm has appointed Anita Boardman as its Data Protection Officer ('DPO') and she is responsible for overseeing the firm's compliance with the DPA.

14.5 We use the information you provide primarily for the provision of legal services to you and for related purposes including (but not limited to): updating and enhancing client records; analysis to help us manage our practice; statutory returns; and legal and regulatory compliance.

14.6 If you are an individual, you have rights under the DPA. These rights are:

- **The right to be informed and the right of access** – You can request a data subject access request (DSAR) by emailing the supervisor of your matter or

emailing our DPO anita.boardman@afglaw.co.uk with the details of the personal data that you want to access.

- **The right to rectification** - Please contact the supervisor of your matter to rectify any information that we hold. In some cases, we may ask to see proof of this change of data.
- **The right to erase** - To request to erase any data that we hold on you please contact your supervisor or the DPO. Please also bear in mind if we are in the middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you.
- **The right to restrict processing** - To request a restriction of processing please notify your supervisor or our DPO who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some restrictions may prevent us from acting on your behalf. If this is the case, we will discuss this with you.
- **The right to data portability** - To request this please contact your supervisor or the DPO who will discuss the format you would like your data in when you make a DSAR.
- **The right to object** - If you wish to the objection of any processing (irrelevant if consent has been provided previously). Please contact the supervisor of your matter or the DPO who will discuss your needs with you and action your request. Bear in mind, depending on the extent of the request this may prevent us from acting on your matter.
- **Rights in relation to automated decision making and profiling** - The firm does not conduct any solely automated decision making or profiling.

14.7 These rights are absolute, but there are some cases where our legal obligations override data subject rights. (For example, keeping data for anti-money laundering purposes, notifying the NCA of any money laundering suspicions without notifying you).

14.8 We retain data as needed under the DPA. The timescales are explained in clause 13.2.

14.9 Should *you* have any queries concerning these rights, please contact *our* DPO at *our* Head Office.

15. Disclosure of information for property transactions

15.1 If *we* are also acting for your proposed lender in this transaction, *we* have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. That includes any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving *you*.

15.2 *You* must disclose all information which may affect your liability for stamp duty land tax or other stamp duty (duty) as *we* can then ensure *you* pay the correct duty. If *you*

fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) *you* must accept full liability for any penalties or action or other proceedings that any authority may take against *you* for failing to disclose information which resulted in a duty or greater liability to pay such duty.

16. Security of communications

- 16.1 Where *you* provide *us* with fax or computer network addresses for sending material to, *we* will assume, unless *you* tell *us* otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.
- 16.2 The Internet is not secure and there are risks if *you* send sensitive information in this manner or *you* ask *us* to do so. Data *we* send by email is not routinely encrypted, so please tell *us* if *you* do not want *us* to use email as a form of communication with *you* or if *you* require data to be encrypted.
- 16.3 *We* will take reasonable steps to protect the integrity of *our* computer systems by screening for viruses on email sent and received. *We* expect *you* to do the same for your computer systems. Neither *you* nor *we* shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.
- 16.4 It is very unlikely that *we* will change *our* bank account details during the course of your matter. In any event, *we* will never contact *you* by email to tell *you* that *our* details have changed. If *you* receive any communications purporting to be from this firm, that *you* deem suspicious or have any concerns about (however slight), please contact *our* office straightaway.

17. File auditing and vetting

- 17.1 The firm may become subject to periodic audits or quality checks by external firms, companies or organisations. This could mean that your file is selected for checking. It is a specific requirement imposed by us that these external firms, companies or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them. Please indicate if you are not happy for your file to be selected for file auditing and vetting.

18. Referrals to third parties

- 18.1 If *we* recommend that *you* use a particular firm, agency or business, *we* shall do so in good faith and because *we* believe it to be in your best interests. However, if that particular firm is not another firm of solicitors, then *you* will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA), the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall *you* be entitled to the benefit of the SRA Compensation Fund.

19. Anti-money laundering

- 19.1 *We* are professionally and legally obliged to keep your affairs confidential. However, *we* may be required by law to make a disclosure to the National Crime Agency where *we* know or suspect that a transaction may involve money laundering or terrorist financing. If *we* make a disclosure in relation to your matter, *we* may not be able to tell *you* that a disclosure has been made. *We* may have to stop working on your matter for a period of time and may not be able to tell *you* why.
- 19.2 *We* will not accept any liability for any loss caused to *you* or any other party as a result of *our* refusal to proceed with a matter or transaction or otherwise complying with *our* legal obligations.

20. Financial services

- 20.1 *We* are not authorised by the Financial Conduct Authority. However, *we* are included on the register maintained by the Financial Conduct Authority so that *we* can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of *our* business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.
- 20.2 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the SRA (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of these bodies.
- 20.3 The limited regulated activities that *we* carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).
- 20.4 Any insurance policy arranged by *us* on your behalf, shall, in *our* opinion, be adequate to meet your needs, but *you* are hereby informed that *we* do not recommend any policy over and above any other and that it is your responsibility to check that *you* are satisfied with the excess levels, exclusions, limitations and other policy terms. *We* do not conduct a fair analysis of the insurance market prior to arranging insurance policies. *You* can request details of the insurance undertakings with which *we* conduct business at any time.
- 20.5 *You* must provide *us* with details of any relevant existing insurance policies *you* may have at the outset. *We* will not be liable to *you* for any losses *you* sustain as a result of your failure to provide *us* with such details.

21. Complaints

- 21.1 *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, please contact Rahil Khan, who is a Director at *this firm* on Rahil Khan@afglaw.co.uk or 01204 377600 or by post to *our* Head office. *We* have a procedure in place which details how *we* handle complaints which is available on request.
- 21.2 *We* have eight weeks to consider your complaint. If *we* have not addressed it within this time, *you* may complain to the Legal Ombudsman.
- 21.3 If *you* are not satisfied with *our* handling of your complaint *you* can ask the Legal Ombudsman to consider the complaint. Normally, *you* will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from *us* about your complaint or within six years of the act or 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).
- 21.4 As well as *your* right to complain about any of our bills under our complaints procedure, *you* can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.
- 21.5 *You* should be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.
- 21.6 A complainant to the Legal Ombudsman must be one of the following:
- a) An individual;
 - b) 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);
 - c) A charity with an annual income less than £1 million;
 - d) A club, association or society with an annual income less than £1 million; or
 - e) 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.
- 21.7 Legal Ombudsman Contact Details:

- a) Address: PO Box 6167 Slough SK1 0EH
- b) Telephone: 0300 555 0333
- c) Email: enquiries@legalombudsman.org.uk
- d) Website: www.legalombudsman.org.uk
- e) *The firm* is committed to ensuring that all Partners, Directors, Members, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against *the firm*.

21.8 In addition to the Legal Ombudsman, the SRA can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. However, the SRA are not able to deal with issues of poor service.

21.9 Solicitors Regulation Authority Contact Details:

- a) Address: The Cube, 199 Wharfside Street, Birmingham, B1 1RN
- b) Telephone: 0370 606 2555
- c) Email: report@sra.org.uk
- d) Website: www.sra.org.uk

22. Alternative Dispute Resolution (ADR)

22.1 Alternative complaints bodies such as ***ProMediate*** (<http://www.promediate.co.uk/>) and ***Small Claims Mediation*** (scmreferrals@hmcts.gsi.gov.uk/ 0300 123 4593) exist which are competent to deal with complaints about legal services should both *you* and our firm wish to use such a scheme.

22.2 *We* agree to use ADR.

23. Termination

23.1 *You* may end this *contract* (and therefore, your instructions to *us*) at any time by writing to *us* by post or email (see clause 5.1 of *these terms* for details). However, *we* may be entitled to keep all of your documents and deeds while there is money owing to *us* (including charges and disbursements which have not yet been billed).

23.2 *We* may end this *contract* (and therefore cease acting for *you*) in relation to any matter or all of your matters. *We* will only do this where *we* believe *we* have a good reason and upon informing *you* in writing. Examples of a good reason include where *you* have not given *us* sufficient instructions, where *you* have not provided appropriate evidence of identification or where *we* reasonably believe that the relationship between *you* and *us* has broken down.

23.3 If your matter does not conclude, or *we* are prevented from continuing to act because of *our* legal obligations or professional rules, *we* will charge *you* for any

work *we* have actually done. *Our* charges will be based on *our* hourly rates applicable at that time (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

- 23.4 If *we* cease acting for *you*, *we* shall (where relevant) inform the court or tribunal that *we* no longer act for *you* and shall apply to be removed from their records. *We* may charge *you* for doing so at *our* hourly rates applicable at that time.
- 23.5 If *we* do have to cease acting for *you*, to the extent permitted my law and our professional obligations *we* will explain your options for pursuing the matter and will work with you to minimise disruption to your matter or matters.
- 23.6 In any event *we* will be considered to have ceased acting for you:
- a) upon our completion of the specific services that you have retained us to perform, or
 - b) when more than six months have elapsed from the last time we furnished any billable services to you.
- 23.7 The fact that *we* may inform you from time to time of developments in the law which may be of interest to you, by email, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. *We* have no obligation to inform you of such developments in the law unless *we* are specifically engaged to do so.

24. Cancellation rights

- 24.1 If *you* are an individual *consumer* (and not a business entity) and if *our contract* with *you* is a '*distance contract*' or an '*off premises contract*', *you* have the right to cancel this *contract* within 14 days from the day of the *conclusion of the contract* (the '*cancellation period*'). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to clause 1 for key definitions.
- 24.2 This right will typically exist where *we* take instructions from *you* outside of our offices, for example during a visit to *you*, or by a means of distance communication such as over the telephone or by email. However, if *you* are unsure whether these cancellation rights apply to *you*, please contact *us* immediately upon receipt of *these terms*.
- 24.3 Please refer to the cancellation notice at the end of *these terms* for further information about your right to cancel and the conditions attached to the same.
- 24.4 **Where cancellation rights apply under these regulations, *we* will not start work on your file for 14 days from the day of the *conclusion of the contract* because the regulations prevent us from doing so unless *you* instruct us otherwise. If *you* would like *our* service to start within 14 days of the day of**

the conclusion of the contract, please mark the relevant box under the Instructions for Cancellation notice below stating your wishes and return a copy to us.

24.5 Once *we* have started work on your file within the *cancellation period*, on your instruction, *you* will be charged for any work done if *you* then cancel your instructions. *You* will have to pay *us* an amount which is proportionate to the work completed until *we* receive notice of cancellation from *you*, in comparison with the full coverage of this *contract*. These charges will be applied on the same basis as set out in clause 6 of *these terms* and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

25. Applicable law

25.1 *These terms* and your client care letter shall be governed by and interpreted in accordance with English law. Any disputes or claims concerning this contract and any matters arising from it shall be dealt with only by the courts of England and Wales.

25.2 If any provision of this *contract* is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this *contract* which shall remain in full force and effect.

26. Service standards and communication

Unless you tell me otherwise, I will normally communicate with you by email / post or by calling you on your mobile/office number.

Our goal is to provide you with a high-quality service. In particular we will endeavour to:

- Respond to all correspondence within a reasonable time;
- Provide you with regular updates on the progress of your matter;
- Keep you informed of the cost of the matter at least every three months; and
- Notify you of any developments that affect the overall cost of your matter.

As a client of this firm, you have the responsibility to:

- Notify the firm if any of the information you have provided at any stage is false, inaccurate or misleading;
- Advise us of any change in your circumstances that may result in you being unable to pay our fees;
- Respond to all correspondence within a reasonable time; and
- Provide us with clear and timely instructions.

27. Payment

If an account remains unpaid and we commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you).

28. Your affiliates

Our client is only the person or entity designated in our client care letter, and not its affiliates (whether shareholders, parent, subsidiaries, partners, members, directors, officers or otherwise). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to your affiliates. Our engagement by you does not create any rights in or liabilities to any of your affiliates.

29. Commercial conflicts

You will not attempt to prevent us from acting for other clients, including clients whom you consider to be your competitors, on matters in which you may have an interest but have not instructed us in relation to. This includes but is not limited to acting in relation to matters where you and/or your affiliates are involved.

30. Force majeure

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

31. Severability

If any provision in these terms of business or our accompanying client care letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

Instructions for Cancellation

These instructions for cancellation only apply where clause 24 of the Terms of Business applies.

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, *you* must inform us, AFG LAW at First Floor Regent House Folds Road Bolton BL1 2RZ or info@afglaw.co.uk, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). *You* may use the attached 'Cancellation Form', but it is not obligatory.

To meet the cancellation deadline, it is sufficient for *you* to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If *you* cancel this contract, *we* will reimburse to *you* all payments received from *you*, including the costs of delivery (except for the supplementary costs arising if *you* chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which *we* are informed about your decision to cancel this Contract.

We will make the reimbursement using the same means of payment as *you* used for the initial transaction, unless *you* have expressly agreed otherwise; in any event, *you* will not incur any fees as a result of the reimbursement.

If *you* requested to begin the performance of services during the cancellation period, *you* shall pay us an amount which is in proportion to what has been performed until *you* have communicated to us your cancellation from this Contract, in comparison with the full coverage of the contract.