

Slater Heelis Limited

Terms of Business

All work carried out by Slater Heelis Limited (**Slater Heelis**) (also referred to as 'we', 'us' and 'our') for you as our client is subject to these Terms of Business (**Terms**):

1. Who we are

Slater Heelis is a limited company registered in England & Wales (Reg No: 12465020) having its registered office at 1st Floor, Crossgate House, 47-55 Cross Street, Sale, M33 7FT. Slater Heelis is regulated and authorised by the Solicitors Regulation Authority (**SRA**) (SRA No: 814145). The applicable rules are at www.sra.org.uk/solicitors/standards-regulations.

Slater Heelis is member of the Lawfront Group and is a wholly owned subsidiary of Lawfront Holdings Limited, a limited company registered in England & Wales (Reg No. 13327912) having its registered address at 10 Ledbury Mews North, London, W11 2AF and approved as owner by the SRA (SRA No. 819548).

We use the word 'partner' to refer to a director of Slater Heelis or an employee of equivalent status. It should not be construed as indicating that any relationship of partnership (within the meaning of the Partnership Act 1890) exists between all or any of the individuals so designated or between any individual and Slater Heelis.

2. Your contract with us

When you instruct us on a new matter, we will send you an Engagement Letter confirming your instructions and the services which we will provide. The Engagement Letter incorporates these Terms and together they form the contract between us. If there is any inconsistency between these Terms and our Engagement Letter, the latter will prevail.

These Terms supersede any earlier terms we may have agreed with you and will apply to all future matters where you engage us.

Your continuing instructions will amount to an acceptance of the contract.

You agree we are free to assign these Terms to any successor firm or business without notice to you.

If any provision of these Terms is invalid or unenforceable for any reason, that shall not affect the remainder of our agreement with you. Our failure to

enforce at any time one or more of these Terms shall not be waiver of our entitlement to do so.

This contract is deemed to be made in England and is governed by English law. Any claim or dispute relating to these Terms shall be subject to the exclusive jurisdiction of the courts of England & Wales.

3. Knowing our clients

We are entitled to assume that whoever gives us instructions and information has actual authority to do so. Where instructions are given on behalf of a company, limited liability partnership or other organisation we are entitled to assume that these Terms have been approved by the directors, members or appropriate officers or employees.

Where we act for more than one person or entity on any matter, each party or entity is jointly and severally liable to us. If you are instructing us jointly, it is your responsibility to tell us if you require more than one person to give us instructions. Otherwise we will accept instructions from any one person.

Identity and source of funds – In order to comply with money laundering legislation and/or to allow us to identify and verify who our clients are, we are required, at the outset and periodically throughout the relationship, to obtain and keep documentary evidence of the identity of our clients. This includes investigating the management and control (including beneficial ownership) of corporate entities and trusts. We may also need to ask for additional information about the source of funds for your matter. Our verification process may include the use of electronic verification services or online identity checking services or we may require you to provide original identity or funds documents for us to copy and which we are required to retain for at least five (5) years.

We may refuse to proceed if we are not reasonably satisfied about your identity or the source and legitimacy of funds.

Please note that any information you provide to us for the purposes of preventing money laundering or terrorist financing will only be used for that purpose unless you give us your consent to use it for other purposes or it is permitted by law.

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Where we know or have grounds to believe that any matter is facilitating money laundering or other criminal offence (such as tax evasion or welfare benefit fraud) we are required to report this to the authorities. In those circumstances, we cannot allow the matter to proceed until we receive authorisation and the law prevents us from notifying you of our suspicions or that a report has been made.

By instructing us, you agree that we may make such reports as we consider appropriate. We do not accept any liability for any loss, damage or delay which is caused by our need to comply with any statutory or regulatory requirements.

4. Information and communication

We will proceed based on the information provided by you. We will rely on you to tell us if anything occurs which means that the information which has been provided is incomplete or inaccurate. We will not be treated as having notice of any information provided to any of our people not directly concerned with this particular matter.

We will normally communicate with you by telephone and unencrypted email unless we have agreed otherwise. We may record telephone calls and monitor emails for training, regulatory and compliance purposes. Our electronic communications are subject to the disclaimers on our emails and on our website.

We each agree to accept the risks associated with using electronic communications including the risk of viruses, filtering, delay, interception and unauthorised access. We shall not be responsible for any loss or damage arising from the transmission of any virus or the filtering, delay, interception or unauthorised access of electronic communications including attachments.

5. Conflicts

We cannot act where our duty to act in your best interests conflicts (or there is a significant risk of conflict) with either our duty to act in the best interests of another client or with our own interests or the interests of other members and clients of the Lawfront Group. We have procedures in place to ensure that conflict checks are carried out on your matter as soon as practicable but if you are aware of a possible conflict of interest, please immediately raise it with us. If such a conflict does arise then we will decide whether we should continue acting

for both parties, for one party or for neither. We will always seek to resolve any conflict issues in the most advantageous way to the clients concerned.

6. Confidentiality and data protection

We will keep information received from you in the strictest confidence unless we have your authority to disclose it, we are required to disclose it by law or the information otherwise comes into the public domain.

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

Where we act for more than one person or entity, each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would nevertheless be prohibited from disclosing due to our duty of confidentiality.

Where to progress your matter we need to instruct, either directly or as your agent, or work alongside third parties (such as accountants, counsel, estate agents and experts), you agree that we can share with them relevant information including relevant confidential information.

We use third party service providers (including 'cloud' service providers) to help us deliver efficient and cost effective services. Our agreements with those service providers are consistent with our legal and professional obligations including in relation to confidentiality, privacy and data protection.

External organisations may conduct audit or quality checks on our practice. By instructing us you agree that your files may be audited. We will require any organisation to maintain confidentiality in relation to any files and papers which are audited or quality checked.

Your files may also be reviewed in a due diligence exercise relating to the sale, transfer, refinancing or other corporate event in relation to all or part of the Lawfront Group and by engaging us you acknowledge and consent to this.

Where our professional rules allow, you agree that after termination of this contract, we may act for another client in circumstances where we hold information

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which is confidential to you and material to the contract with the other client. We will not disclose your confidential information to that client.

We process the personal data of individuals who are named clients primarily to provide legal services to you, but also for related purposes such as, but not limited to, administration, invoicing, debt collection and record keeping and to inform you of our services and events.

We take the privacy and security of your information and compliance with our obligations seriously. We have implemented appropriate technological and organisational measures to protect the personal data that we process.

Our Privacy Notice contains important information about how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. It can be found on our website.

7. Our people

At the beginning of your matter, you will be informed of the name and status of the person or people working for you, and the name of the partner with overall responsibility for your matter. We will try hard to ensure that the same person or people deal with your matter throughout but it may be necessary for us to allocate your matter to someone other than those named. This could be from time to time or permanently due to illness, people leaving, the nature of the work required or for other reasons. You will normally be notified in advance if your matter is permanently assigned to another person.

8. Fees and charges

Our fees and charges will be calculated on the basis set out in our Engagement Letter or as otherwise agreed with you. We use the term 'fees' to refer to the cost of the time spent on your matter or as otherwise agreed. We use the word 'charges' to refer to disbursements and expenses – please see below.

For most services our fees are calculated on the basis of time spent multiplied by the relevant hourly rates of the people involved.

The hourly rates are set out in our Engagement Letter. They are specific to your matter and reflect the seniority and expertise of our people and may also reflect the

value of the transaction, its complexity, the degree of responsibility involved and the need to work excessive or unsociable hours or at unusual speed.

Our hourly rates are subject to periodic review. We will notify you of any changes. The revised rates will take effect from the date you are notified of them or as otherwise agreed with you. Our hourly rates are also adjusted periodically to reflect the increase in seniority of the people working on your matter.

Time is recorded and charged in units of six (6) minutes. Our fees cover all the time we spend in relation to your matter including, but not limited to, opening a file, meeting with you and others (including colleagues), preparing and considering documents, preparing advice, preparing and receiving letters, emails, text messages, making and receiving telephone calls, instructing and attending upon counsel, experts and agents, travelling and waiting time, file administration and any other activity necessary to progress your matter.

Estimates - We cannot always know in advance precisely what work is going to be involved. At the beginning of your matter, we will give you the best guidance possible about the likely overall cost. Any estimate is only a guide and should not be treated as a firm quotation. We will keep any estimates under review and provide you with updates where applicable.

Capped and fixed fees - Where we provide you with a capped or fixed fee, our fees will not exceed this amount. However, the fee will be agreed based on the instructions and information you supply and any assumptions set out in the Engagement Letter. Provided the scope of your instructions does not change, the information provided is accurate and complete and there is no material delay in progressing or completing the matter which is beyond our control, we will complete your instructions for the capped or fixed fee. If that position changes our hourly rates will apply to the actual work undertaken. If there is an unexpected delay in completion of the work, we reserve the right to ask for a payment on account to reflect the work actually carried out. Unless otherwise agreed in writing, any disbursements and expenses incurred will be charged in addition to the capped or fixed fee.

Payments on account – We may require you to make a payment on account of our fees and charges and on more than one occasion. The receipt of any such

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payment will be a condition of acting, or continuing to act, on your behalf.

Charges – There may be additional costs which you are responsible for in relation to your matter namely disbursements and/or expenses.

Disbursements are costs for specific services supplied by a third party to you. Common examples include counsel's fees, expert's fees, search fees and court fees. By instructing us, you authorise us to act as your agent to make payment for such services on your behalf and to receive a copy of any advice or report provided by the third party to you. These costs will be separately identified on our invoice and passed on to you at cost. Typically we will require you to provide payments on account in advance of us instructing that third party.

Expenses are costs paid to third parties that have been incurred by us while providing our own supply of services to you. Common examples include travelling expenses, photocopying charges, agent's or process server's fees, bank charges and costs required to verify your identity. Expenses will also be separately identified on our invoices.

VAT – Unless we specifically state otherwise, none of our hourly rates, estimates, capped fees, fixed fees or expenses include VAT. We are VAT registered and will charge VAT on these items at the prevailing rate. Disbursements may also have VAT added to the quoted amount and depending on the status of the third party provider.

Legal Aid - If your matter is financed fully or partly by publicly funded Legal Aid, terms and conditions may differ according to the type of Legal Aid which applies. If applicable, full details will be contained in our Engagement Letter and in Legal Aid forms and guidances sent to you from time to time during your matter.

Alternative funding/risk sharing arrangements - If we are conducting your matter pursuant to a contingent fee, a conditional fee or a damages-based agreement, additional terms will be included in our Engagement Letter or in a separate written agreement with you. Such an agreement will only displace those parts of these Terms which are inconsistent with it.

Funding by third parties - If the fees and charges you incur with us are fully or partly financed by a third party,

you agree that because our contract is with you, we will invoice you and you will remain responsible to us for payment of our fees and charges.

9. Invoices and payment terms

We will usually provide you with interim invoices during the matter and a final invoice at the end of the matter. Each interim invoice is a final invoice in respect of the work done during the period referred to on the invoice.

You are deemed to have accepted delivery of an invoice sent to any email address provided by you to us during the course of your instructions. An invoice is also delivered if it is delivered to you, or the party to be charged personally, by posting it or leaving it at the relevant place of business or last known place of abode.

Our invoices are immediately due and payable on the date of delivery without deduction, set-off or counterclaim.

We accept payment by bank transfer, debit and credit card, cheque, banker's draft, bankers automated clearing services transfer (**BACS**) and telegraphic transfer. We do not accept payments in cash which exceed Five Hundred Pounds Sterling (£500).

Where our work relates to a corporate or property transaction, an invoice may be raised and delivered to you following the making of a binding contract and payment required prior to completion of the contract or transaction. We reserve the right not to complete the contract or transaction until the clearance at our bank of the amount due which will include any sums which we are contractually bound to pay to others and we accept no liability for any loss arising from any delay in the clearance of funds which is not attributable to us. An invoice may also be raised and delivered to you if, in our reasonable opinion, you are unable or unwilling to proceed with the transaction for any reason.

Non-payment - Any failure by you to pay any sum required on account or to pay any invoice entitles us, on giving you reasonable notice, either not to start or to stop work on your matter until payment in full is received. You agree that we are not responsible for any loss resulting from such inactivity. Failure to pay any such sums also entitles us, at our discretion, to terminate our contract with you.

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Where payment of part or all of an invoice is not made by deduction or otherwise within seven (7) days, interest may be charged on the outstanding amount at the rate set out on the Late Payment of Commercial Debts (Interest) Act 1998 from the date of delivery of each invoice until the date of payment.

If we bring proceedings against you for non-payment of our invoices, we will ask the court to order you to pay all the costs we incur including investigating and taking appropriate action together with any additional expenses.

You have the right to complain about any invoice that we send to you and you may have the right to apply to court for assessment of the invoice – please see paragraph 16.

Our right to deduct funds and retain papers and property – In the event of non-payment of any invoice, we have the right to deduct our fees and charges from funds we hold on your behalf. If we are holding papers or other property belonging to you, whether in relation to this or any other matter, we are entitled to retain them until payment is made.

10. Client money

We hold all client money at banks and building societies in England & Wales in accordance with SRA Accounts Rules. We can apply any money that we hold for you towards settling our invoices or as reimbursement for charges we have pre-paid on your behalf unless it is held for some other specific purpose. We will promptly return any funds as soon as there is no longer any proper reason to hold them.

Interest will be paid to you on certain balances in accordance with our Interest Policy which is available on request.

We will usually pay money due to you by an electronic funds transfer (e.g. via the Faster Payment System). Whatever payment method is used, we do not accept any liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt.

In the event that we hold a balance of money on your behalf, and despite efforts to trace you, we are unable to do so, we reserve the right to allocate that sum to a charity having complied with the SRA Accounts Rules

and/or any similar regulations so far as they apply to untraced client balances.

Subject to the SRA Accounts Rules we are not liable for any loss arising from the insolvency of any bank where client funds are held. However, if you are a private individual or small business, you may be protected by the Financial Services Compensation Scheme (**FSCS**). The FSCS also provides short-term protection for certain high balances (e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy and personal injury compensation). If it applies, protection lasts for a maximum of six (6) months. The temporary high balance scheme will apply to qualifying balances held in our client accounts. If you are concerned, you should check with your banking institution, the FCA or a financial advisor for more information.

11. Referral fees and commissions

We will disclose and agree with you any entitlement to referral fees or commissions which may arise.

12. Insurance distribution and investment advice

We are not authorised by the Financial Conduct Authority (**FCA**). However, we are included on the FCA register so that we may carry on insurance mediation activities which is broadly the advising on, selling and administration of insurance contracts.

In relation to this type of work we operate as an ancillary insurance intermediary and do not develop or manufacture insurance products. We act for you as your client in this regard and not for insurers.

We are also able to offer a limited range of investment services if they are an incidental part of the legal services we have been engaged to provide.

Please see paragraph 16 for information about how to make complaints in relation to this area of our business.

13. Consumers' right to cancel

Where you are a private individual acting outside the course of business and you request our services by telephone, post, email, fax, text message or via our website or at your home, place of work or the home of another, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (**the Regulations**) give you the right to cancel your

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instructions to us within fourteen (14) days commencing on the day after your instructions were given without any charge being made by us.

We will not start the supply of our services, to which rights of cancellation apply, within the cancellation period unless you confirm to us your instructions to do so in writing. Our services will then commence immediately upon our acknowledgement of your instructions. This does not affect your right to cancel but if you do subsequently exercise your right to cancel, we will be entitled to charge you for the services we have provided up to and including the date of receipt of your cancellation.

The Regulations state that we should complete the work on your matter within thirty (30) days of the date of these Terms or within a longer period if you agree. In most cases it will be impossible for us to complete your matter within thirty (30) days. By accepting these Terms you agree that the work will take longer than thirty (30) days if necessary.

If you wish to cancel your instructions you **MUST DO SO IN WRITING** delivered or sent (which may be by email to Jill Entwistle (jill.entwistle@slaterheelis.co.uk) or Slater Heelis Limited, 1st Floor, Crossgate House, 47-55 Cross Street, Sale, M33 7FT). Any written cancellation by you of your instructions will be deemed to have been served as soon as it is given, posted or sent electronically.

14. Termination

You can ask us to stop work at any time by writing to us but we will be entitled to receive payment for the work undertaken.

In some circumstances, we may, for good reason and on giving reasonable notice, decide to stop acting for you. Examples would include where you fail to provide adequate instructions, where we cannot comply with your instructions, where our invoices remain unpaid or you fail to provide a requested payment on account, your insolvency, where you become a designated person for the purposes of the sanctions regime, where there is a reputational risk to us, where you request us to break the law or any professional requirement or where there is a breakdown of mutual trust and confidence between us.

If we are on the court record on your behalf you must arrange to file a Notice of Acting in Person or a Notice of Change of Solicitor. If you fail to do so we will rely upon this provision in applying to be removed from the court record as acting for you.

15. Storage of documents and other property including at the end of your matter

You agree that we may store documents and papers electronically. Hard copy correspondence or documents will be confidentially destroyed except in certain circumstances where we have determined that the hard copy should be retained or as otherwise agreed with you.

At the end of your matter, we will return your documents and other property to you. Any documents that remain in our possession will be kept in accordance with our data retention policy or for such period as we otherwise deem appropriate but on the understanding that we have your authority to destroy them at any time from the date of delivery of our final invoice in respect of the matter.

If you ask us to retrieve documents from storage, we may charge you for the time and cost spent in doing so including reviewing the file, correspondence or other work necessary to comply with your request.

We provide storage for important documents such as wills and other securities and will not normally charge you for that storage, although we reserve the right to do so in an appropriate case. You confirm you will notify us if any such documents or property have a value in excess of Five Hundred Pounds Sterling (£500). Unless otherwise so informed we only agree to provide such storage on the basis that our liability is limited to the sum of Five Hundred Pounds Sterling (£500).

16. Resolving complaints

We are committed to providing high quality legal advice and client care. If you have any queries or concerns about the service which we provide to you or our fees or charges please immediately raise it with the partner with overall responsibility for your matter. We hope and expect that this will lead to a satisfactory outcome.

However, if you are not satisfied, you have the right to make a formal complaint to:

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Jill Entwistle at:

Email: jill.entwistle@slaterheelis.co.uk

Post: 1st Floor, Crossgate House, 47-55 Cross Street, Sale, M33 7FT

Tel: 0161 672 1331

We will then follow our Complaints Procedure which can be found on our website.

If you are unhappy with any of our invoices you may also be able to apply to the court for an assessment under Part III of the Solicitors Act 1974. The process and time limits are explained on the reverse of each invoice.

If we are unable to resolve your complaint via our Complaints Procedure you may be entitled to refer the matter to an Ombudsman.

Legal services - If you are an individual member of the public, a small business, a charity, club or trust, you can have your complaint independently reviewed by the Legal Ombudsman whose contact details are:

Email: enquiries@legalombudsman.org.uk

Post: PO Box 6167, Slough, SL1 0EH

Tel: 0300 555 0333

If you would like more information, please visit www.legalombudsman.org.uk.

Ordinarily the time limits for referring complaints to the Legal Ombudsman are:

- Within six (6) months of our final response to your complaint; **and**
- Within one (1) year from the date of the act or omission being complained about; or
- Within one (1) year from the date when you should have reasonably known that there was cause for complaint.

If your complaint is about professional misconduct or regulatory issues you may refer it to the SRA.

Incidental financial services - As these services are incidental to the legal work we provide, they are conducted in accordance with the rules of the SRA, and you have a right to refer any complaint which is not resolved in accordance with our Complaints Procedure to the Legal Ombudsman. Contact details and time limits for making a referral are set out above.

Third parties - On occasion, we may instruct third parties to give specialist assistance in your matter (e.g. accountants, agents, counsel, brokers, medical doctors and others). In most cases, these professionals are regulated by their own professional bodies. Where you have a complaint to make about the conduct of any such subcontractor, we will give you details of the applicable complaints process and regulatory body so that you can deal with the complaint yourself. Unless specifically instructed to do so, conducting any such complaints for you is not part of the services referred to in our Engagement Letter.

17. Professional indemnity insurance

As required under the SRA Indemnity Insurance Rules 2019, we have in place professional indemnity insurance. Details of our professional indemnity insurance including the territorial coverage and contact details of our insurers are available on request.

18. Limitations and exclusions of our liability

Our services and advice are provided with reasonable skill and care based on the current law and practice at the date it is given. We are not obliged to update any advice we have provided unless we agree to do so in writing.

Unless otherwise stated in our Engagement Letter, our liability to you in relation to any one claim for any loss, damages, costs, expenses and interest caused by our negligence or wilful default is limited to a maximum amount of Three Million Pounds Sterling (£3m). Any one claim means all claims against us arising from one act or omission or a series of related acts or omissions in the same or related matters and all claims arising from one matter or transaction. We consider this to be fair and reasonable, taking into account the amount of our likely fees, the amount of any likely liability to you, the availability and cost of insurance and possible changes in the future availability and cost of insurance.

You acknowledge that our members, employees and consultants are providing services to you on behalf of Slater Heelis and that no such individual will be liable to you (other than in the event of their fraud, dishonesty or wilful misconduct) in their personal capacity. Accordingly, you agree that you will not bring any claim against any individual member, employee or consultant in connection with our services. These Terms are

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intended to be enforceable by us and our members, employees and consultants.

You agree to inform us if you agree, or are asked to agree, to limit the liability of another of your advisors in connection with any matter in respect of which we are also instructed.

In respect of any loss to you resulting from our breach of duty, our liability to you shall be limited to that proportion of your loss and damage which is just and equitable having regard to the extent of your own responsibility and that of any other party who may also be liable to you in respect of it under the Civil Liability (Contribution) Act 1978. We will not be liable to you for any amount which you would have been able to recover from another party but are unable to recover because you agreed limitations or exclusions on their liability to you. Any liability due from us to you will be reduced by the proportion for which another party would also have been found to be liable if you had made a claim against that party or we had made a claim against that other party irrespective of whether that other party is sued. In considering whether other parties may be liable to you, no account is to be taken of any inability on your part to enforce remedies against that other party.

We accept instructions from you on the basis that the services and advice we provide are confidential and provided solely for the benefit of the client to whom our Engagement Letter is addressed. You agree not to pass our advice to any third party or quote from it in any document to a third party without our prior written consent. We will be entitled to charge an additional fee for providing that consent. You will be solely responsible for any public document or communication and we do not and shall not accept any responsibility or authorise the contents of any such document or communication. For the avoidance of doubt, these Terms do not otherwise confer any benefits or rights on any third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Unless we indicate otherwise in writing, we assume no responsibility or liability in relation to the acts or omissions of, or advice given by, any experts, consultants or other advisers (including legal advisers) engaged by us in relation to your matter.

We do not accept liability for any indirect or consequential loss or damage (including loss of profits) suffered by you or any other person in connection with

the services and advice we provide in relation to your matter in any circumstances whatsoever and howsoever caused.

We will not be liable for any delay or failure to fulfil our obligations under this contract if and to the extent that delay or failure is caused by circumstances outside our reasonable control.

Nothing in these Terms shall exclude or restrict our liability to you for death or personal injury resulting from our negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited or excluded under any applicable law or regulation.

19. Equality and diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. We will not discriminate in the way in which we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic origins.

We are happy to make reasonable adjustments to the services which we provide to assist clients and third parties. Please speak to the partner with overall responsibility for your matter if you would like any adjustments.