

TERMS AND CONDITIONS OF BUSINESS

These Terms and Conditions of Business set out the basis on which George Anthony Andrews Solicitors ("the Firm") carries out legal services on your behalf.

1 Our Firm

We are a law Firm regulated by the Solicitors Regulatory Authority. We adhere to a high standard of care and professional ethics. We value and respect each and every client. Our reputation depends on delivering a top quality service to our clients. These Terms and Conditions of Business are intended to give you an insight on how we can help you, the scope of our help, what are our professional duties to you, what our role will be when we act on your behalf and the rules and regulations that we have to uphold at all times when we offer you legal services. If there is any aspect of our relationship with you that is not sufficiently dealt with in these Terms and Conditions of Business then please make sure you bring it to our attention from the outset and we will make sure that we explain and address it appropriately.

2 Our Services and Your Authority to the Firm

2.1 Our Services

- 2.1.1 The Solicitor at the Firm named in our Client Care Letter as the "Supervising Solicitor" will be the solicitor primarily responsible for the provision of our services. The named solicitor has complete discretion to deploy other solicitors, trainee solicitors, paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the services.
- 2.1.2 We only advise on the laws of England and Wales. If you require advice on the laws of other jurisdictions, we will, with your agreement, instruct lawyers practicing those laws to give such advice, on the same basis as we engage other third parties on your behalf.
- 2.1.3 As soon as you instruct the Firm you will receive a letter entitled "Client Care Letter". The information provided in the letter will be in addition and not a substitute to these Terms and Conditions of Business. The Client Care Letter will include details of:
- 2.1.4 the name of the person or persons who is/are dealing on a day to day basis with your matter and the name of the Supervising Solicitor; and

- 2.1.4.1 You will be told clearly at the outset the issues and how we advise they need to be dealt with, and the immediate steps that we advise to take on your behalf; and
- 2.1.4.2 There may be certain preparatory tasks that we believe you ought to consider carrying out yourself to save costs. An example is putting the papers in order and highlighting material items. This is helpful to us and will lower your costs by saving the time we would otherwise spend; and
- 2.1.4.3 Any other matter that is not mentioned or explained in these Terms and Conditions of Business.
- 2.1.5 You will be informed of the name of the new fee earner if the matter is transferred from one fee earner to another. This will not involve you in any additional costs whatsoever.
- 2.1.6 We cannot guarantee that the fee earner or Supervising Solicitor will be available on demand, but we will do our best to get back to you promptly and efficiently.
- 2.1.7 You will be informed of the progress of your matter and the reason for any serious delay.
- 2.1.8 If you do not understand anything, you should always ask. We will explain the issue in question and you will not be charged if we have to repeat it, but within reason. It is very important for us that you are well aware of every step we take on your matter. You pay us to help you and this is exactly what we aim to do.
- 2.1.9 If your matter takes more than three months to conclude then you will be sent an update on the costs and again every three months, or earlier if you request, until your matter concludes. At the end of the matter you will be sent a bill and a letter confirming the matter has been concluded and, where necessary, summarising any continuing consequences.
- 2.1.10 It is the Firm's policy not to accept cash from clients, however, subject to our prior agreement we may accept cash up to £2,000 only. Please discuss directly with George Sa'id (Principal) if you are not able to pay the balance of your bill / disbursements via your bank account / cheque. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary

to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party under any circumstances.

2.2 Our Authority

- 2.2.1 You give us your authority to act for you to the extent necessary or desirable to provide the Services. Particularly, we may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the services in question. We will of course seek your approval before engaging any third party but you give us your authority as to the choice of expert we believe will best serve you unless of course you nominate anyone in particular and we are satisfied with their qualification and suitability for the services.
- 2.2.2 If we so require, you will enter into a contract directly with any third party so engaged by us with your approval or in accordance with your instructions and assume direct responsibility to them for the payment of their fees and expenses.

3 YOUR RESPONSIBILITIES

To offer you our services in a timely and proper manner, you will need to make sure as much as possible and whenever possible:

- 3.1 to provide us with timely instructions, information and materials necessary or desirable for us to perform the services on your behalf as we advise necessary;
- 3.2 notify us promptly of any changes or additions to your instructions, information and materials previously provided by you or on your behalf;
- 3.3 ensure that all information provided to us is complete in all material respects and not misleading;
- 3.4 you are fully aware that we are officers of the Court and that we are directly accountable to the Court and the law. Any instructions you give us must not in any way be misleading to the Court or any statutory authority;
- 3.5 if we prepare a witness statement on your behalf in accordance with your instructions then you will agree to sign the statement confirming that you believe the contents to be true. You understand that we and the Court are entitled to rely on your confirmation. The facts in your statement are your facts and come from you. We are not able to give facts to the Court or to the opposite side in any matter unless we present them as your instructions and what you believe is true.

Therefore, we will only be making a statement to be signed by a solicitor of the Firm if the facts in the statement are the result of our knowledge and conduct in your matter otherwise all statements made in your matter will be signed by you;

- 3.6 you accept that the services are always provided whilst we uphold the rule of law with no exception under any circumstances.

4 FEES

- 4.1 Unless and until an alternative fee arrangement has been agreed and confirmed in writing by us the basis for calculation of our fees is explained under this section.
- 4.2 Our charges are calculated by reference to the time spent by the solicitor and other staff dealing with your matter. This includes advising, meetings with you and others dealing with papers, correspondence, telephone discussions, travelling and waiting time.
- 4.3 Time spent is recorded in actual minutes engaged subject to a minimum of six minutes. The charging rates are set out at the end of this section. Charging rates are reviewed every 12 months on 1st January each year. You will be given notice in writing of any change.
- 4.4 Telephone calls, letters and emails are charged in units of 1/10th of an hour.
- 4.5 Payments made to third parties on your behalf known as "disbursements" and VAT will be charged in addition to our fees.
- 4.6 Where your instructions require work to be carried out necessarily outside of the Firm's normal office hours, we reserve the right to increase the level of the hourly rate to reflect this factor.
- 4.7 Where we provide an estimate of our likely charges, these will be based on our past experience of similar cases. Unless agreed in writing by us as a fixed charge for defined work, the estimate is an indication only and is not intended as an agreed fixed fee. Our final charges will be calculated as set out above based on the hourly rates shown below. You are welcome at any time to ask for details of our charges to date.

FEE CHARGING RATES PER HOUR (V.A.T @ 20.00% (at present) TO BE ADDED)

Principal £300.00
Senior Associate/Consultant Solicitor (over 8 years of experience) £275.00
Associate Solicitor £200.00
Trainee Solicitor £125.00
Clerical Assistant £100.00

5 PAYMENT

- 5.1 To enable you to monitor your liability in respect of costs our accounts will be rendered usually not less than every three months
- 5.2 Payment on account is required upon the return of the signed copy of these Terms and Conditions of Business and receipt by you of our Client Care Letter.
- 5.3 Where we present an account in accordance with these Terms and Conditions of Business and the Firm holds funds to your account, you authorise the Firm to debit the account against those funds.
- 5.4 Disbursements we incur on your behalf, (for example Court fees, expert fees, search fees and Barrister's fees) are to be paid on request.
- 5.5 The payment on account of our charges and/or disbursements that we require before work can commence will be held on deposit and credited to you at the conclusion of the matter or debited against any interim bill tendered.
- 5.6 All accounts delivered are statute bills as defined by the Solicitors Act 1974
- 5.7 The Firm reserves the right to charge interest on accounts unpaid after 28 days at 4% over Lloyds Bank Plc base rate from time to time in force calculated on a daily basis and added to the outstanding balance at quarterly intervals.
- 5.8 Our charges are payable whether or not a case is successfully concluded or a transaction is completed. If a case or a transaction does not proceed to completion for any reason during the period in which the Firm is instructed then the Firm shall be entitled to charge for the work done on the basis set out above.
- 5.9 As a contractual right, in addition to any right to retain money, documents and property available to us under the general law (lien), we have the right to retain your money, documents and property (whether held in relation to the services for which payment has not been made or any other services rendered by the Firm) until you have paid us in full.

6 CONFLICT OF INTEREST

6.1 Definition

"Conflict of Interest" means any situation where:-

- 6.1.1 we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or
- 6.1.2 our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk

that it may conflict, with our own interests in relation to that or a related matter; or

- 6.1.3 we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where:-
 - 6.1.4 that information might reasonably be expected to be material; and
 - 6.1.5 you have an interest adverse to our other client or former client.

6.2 Similar Activities

We may act for parties engaged in activities similar to or competitive with yours.

6.3 Third Parties

Once we have agreed to act for you in relation to a matter, we will not act for a third party in relation to the same matter if there is a conflict of interest between that third party's interests and your interests.

6.4 Instructions Creating a Conflict of Interest

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party or it may threaten the disclosure of confidential information we hold on behalf of another client. The decision in these circumstances is entirely at our discretion.

6.5 Cessation of Services

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may be obliged to stop providing services to you and/or to all other clients affected by the Conflict of Interest.

7 Our Duty of Confidentiality

7.1 We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:-

- 7.1.1 for the purpose of acting for you;
- 7.1.2 for disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance. If You do not wish us to disclose your details and file you must notify us in writing when signing and returning a copy of these Terms and Conditions of Business and receipt of our Client Care Letter; or
- 7.1.3 as otherwise required by law or other regulatory authority to which we are subject;

7.1.4 We may refer publicly to your name as a client of the Firm, provided we do not disclose any information which is confidential to you or you specifically ask us not to refer to your name publicly;

7.1.5 We shall be under no duty to disclose to you (or take into account in the course of providing our services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

7.2 Your Duty of Confidentiality

7.2.1 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

7.2.2 If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

7.2.3 We may store information about you, your matter or any other document(s) and correspondence relating to your file(s) using cloud based technology. If you do not wish for your file(s) or other information to be stored in this way please inform us in writing before we commence work on your matter.

8 TERMINATION

8.1 Completion of Service

An agreement between you and us for the provision of a service ends on the completion of the provision of the specific service. An open-ended agreement for the provision of services ends three (3) months after the last date on which we provided services to you. Unless new or different terms are agreed, our acceptance of instructions to perform services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these Terms and Conditions of Business. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement between us.

8.2 Early Termination

Either you or we may terminate the provision of all or any of the relevant services at any time

by giving written notice to the other. We will not do this without good and substantial reason, such as:-

8.2.1 the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our staff; or

8.2.2 the discovery or creation of a Conflict of Interest; or

8.2.3 your requesting us to break the law or any professional requirement; or

8.2.4 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or

8.2.5 your failure to pay to us any amount due, or money on account requested; or

8.2.6 your insolvency; or

8.2.7 your failure to give us adequate instructions; or

8.2.8 we were forbidden to act for you as instructed by the National Crime Agency; or

8.2.9 our reasonable belief that our continuing to represent you may cause damage to the professional or reputation of the Firm or any of our staff; or

8.2.10 any other breach by you of these terms.

8.3 Rights on Early Termination

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these Terms and Conditions of Business shall continue to apply even if we terminate our agreement with you.

9 GENERAL

9.1 Money Laundering Regulations / The proceeds of Crime Act 2002

In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm:

- George Sa'id is the data controller;
- George Sa'id is the nominated representative / data protection officer; and
- We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of

preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing. For details of why and how we use your data please see our Privacy Notice and Policy posted on our website www.gaasolicitors.com.

We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new clients and those recurring clients for whom we did not do work for a continuous period of 12 months. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

Individual Clients:

If you are a new client or an existing client who has not previously supplied identity and proof of address information within the past 12 months, you are requested to supply the following; one item from **List A** and two items from **List B** (please note we require certified copies if you are sending these by post. However, if you are bringing in the original documents to our offices, we will take certified copies when we meet you.

LIST A – Proof of Identity

1. Current signed Passport
2. Current full UK Photocard Driving Licence.

LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Not a mobile phone bill
2. Television Licence
3. Council Tax bill (provided it is fewer than three (3) months old).
4. Recent Tax Coding Notice from HMRC.
5. Recent Mortgage or bank Statement.
6. Credit Card Statement (provided it is fewer than three (3) months old) showing current address.

Body Corporate:

If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

1. Company / organisation full name;
2. Company or other registration number;

3. Registered address and, if different, principal place of business address;
4. Memorandum of association or other governing documents;
5. Names of the Board of Directors or members of your management body and its senior management;
6. Documentation in accordance with lists A and B above for the beneficial owner(s) and the same for the director(s) if different from the shareholders. If the shares are held on trust for a third part then you must tell us.

Please note we require certified copies if you are sending these by post but if you are bringing in the original documents to our offices, we will make certified copies here.

Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the matter is involved in activities proscribed by POCA.

The anti- money laundering guidance which UK banks and other finance services Firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law Firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law Firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of our bank requesting information about the beneficial owners of our pooled client account, you agree to Us disclosing your details to them.

9.2 Severability

Each of these terms shall be severable and distinct from the others and if any term is held to

be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

9.3 Equal Treatment / Equality and Diversity

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality or citizenship) ethnic or national origins, religion or belief, sex, sexual orientation.

9.4 Financial Services

If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

If you have any problem with the services we have provided for you, then please let us know. We will try to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

9.5 Insurance Mediation

As we have said, 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007.

10 DISPUTE RESOLUTION

10.1 Scope

All claims, complaints and disputes arising out of or in connection with the services ("Disputes") will be resolved pursuant to this section 10.

10.2 Complaints Procedure

10.2.1 We hope you will have no complaint. To underline how seriously we take complaints, we have a "Complaints Handling Procedure" which can be summarised as follows:

10.2.2 If you have any complaint or observation (good or bad) about our service, please say so.

10.2.3 Raise any complaint first with the fee earner assigned to your matter, including any complaint about your bill.

10.2.4 If this does not resolve it satisfactorily, tell the Supervising Solicitor responsible for your case.

10.2.5 If this does not resolve it satisfactorily, contact George Sa'id, the Principal responsible at the Firm to ensure prompt and thorough investigation of any complaint.

10.2.6 If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint.

10.2.7 Contact details:

10.2.8 The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk,

10.2.9 email enquiries to:

10.2.10 enquiries@legalombudsman.org.uk

10.2.11 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.

10.2.12 Kindly note that you have the right to object to your bill by making a complaint to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 and, if all or part of our bill remains unpaid, we may be entitled to charge interest.

10.3 Exclusions

We shall not be obliged to comply with paragraph 10.2 above in relation to any Dispute in which we seek:-

- 10.3.1 an order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or
- 10.3.2 a judgment or award for a liquidated sum to which there is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or
- 10.3.3 the enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to paragraph 10.3.2 above,

nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

10.4 Regulator

Nothing in this Terms of Business shall prevent you at any time from referring any matter to the body or bodies for the time being charged with the regulation of solicitors.

11 LAW AND JURISDICTION

The terms on which we provide legal services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts.

12 QUALITY STANDARDS

Due to our own internal quality standards and being a Conveyancing Quality Standard accredited (CQS), we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/ auditing, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence and all external Firms and organisations working with us are required to maintain confidentiality in relation to any files and papers that are audited/ checked by them.

13 DISCLAIMERS

13.1 Tax

We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising.

13.2 Planning in property transactions

We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the local authority search that we commission during the transaction on your behalf.

13.3 Other property disclaimers / Environmental

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations.

We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search.

If we are instructed on a purchase of a property or land and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we

receive during the transaction, any cash back payments or discount schemes that a seller is giving to you

14 ASSIGNMENT PROHIBITION

Neither Party may assign, delegate, or transfer this agreement or any of its rights or obligations under this agreement and any assignment or delegation that violates this provision shall be invalid or void.

15 DATA PROTECTION

You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in our Privacy Policy, a copy of which is available on request or can be viewed on our website at any time.

What personal information we process

The categories of personal data we process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to us (which includes ethnicity, nationality and medical history).

How we use your personal information

When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with you, or where you or we have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

- Service provision and internal processing (i.e. to assess and/or provide and to service your matter).
- Management of relationship (e.g. to develop your relationship with us).
- Resolving queries.
- Training and service review (e.g. to help us enhance our services and the quality of those services).
- Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).
- Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

When your matter is completed and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

Examples of such instances will include:

- Complying with legal obligations for statutory and regulatory requirements including for example, HMRC (the tax authority in the UK) returns, complaint handling, anti-money laundering, reporting to our regulatory body – the Solicitors Regulation Authority;
- Archiving and Storage of your file for the periods outlined under section 19 of these Terms and Conditions of Business. (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and
- Our legitimate interests to conduct conflict of interest checks, statistical analysis and research to help us enhance our products and services.

How We Share Your Information

We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. Please read of Privacy Notice & Policy available on our website or a separate electronic or hard copy is available on request.

You have a right to complain to the Information Commissioner's Office (<https://www.ico.org.uk>), which regulates the processing of personal data. You may also seek a judicial remedy.

16 PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES

This paragraph contains further contractual provisions and important information which we are professionally obliged to give you where the matter relates to litigation or the resolution of disputes by other means (including a non-contentious matter which becomes contentious, or gives rise to further instructions on a contentious matter).

16.1 Costs Risk

In litigation matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs, although there is no certainty about this. The successful party usually recovers a proportion of its costs from the

unsuccessful party, although there is no certainty about this. You should be aware that:-

- 16.1.1 If you make an interim application to Court which does not succeed, you may have to pay the other side's costs, usually within two (2) weeks.
- 16.1.2 If you lose the case, you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.
- 16.1.3 Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceeds sixty to seventy per cent (60-70%) of actual expenditure.
- 16.1.4 You will still be liable to pay our costs in full, even if the other party fails to pay the costs awarded to you by the Court or the court has only allowed recovery of part of your costs.
- 16.1.5 Issues which the Court may take into account in assessing the costs payable or recoverable include:
 - 16.1.5.1 efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;
 - 16.1.5.2 the effects of Part 36 offer and offers of settlement;
 - 16.1.5.3 the complexity and size of the matter and the difficulty or novelty of the questions raised;
 - 16.1.5.4 the skill, effort, specialist knowledge and responsibility involved;
 - 16.1.5.5 the time spent;
 - 16.1.5.6 the place and circumstances in which the work was done.
- 16.1.6 if the other side is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful.
- 16.1.7 If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

16.2 Funding

- 16.2.1 Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered.

Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

- 16.2.2 We do not offer work on a conditional fee agreement.

16.3 Attendance at Hearings

Please be aware that, under the Civil Procedure Rules, the Court can order you to attend hearings. We will discuss this with you further as your case progresses.

16.4 Alternative Dispute Resolution

As part of the active management of a case under the Civil Procedure Rules, both the Courts and the parties in a dispute are required to consider the use of alternative dispute resolution ("ADR") if it is considered appropriate to help to resolve the dispute. ADR includes methods of dispute resolution such as mediation, adjudication and expert determination.

There have been occasions when the Courts have imposed costs penalties on parties who unreasonably refuse to consider ADR. We will discuss both the methods of ADR and any possible costs implication further with you if and when it becomes appropriate.

15.5 Civil Procedure Rules

The Civil Procedure Rules are a procedural code which govern court procedures with the overriding objective of enabling the courts to deal with cases justly.

Dealing with a case justly amongst other things includes so far as is practicable ensuring that the parties are on an equal footing, saving expense and dealing with the case in ways which are proportionate to the amount of money involved, the importance of the case and complexity of the issues, and the financial position of each party and ensuring that the case is dealt with expeditiously and fairly and allotting to it an appropriate share of the courts' resources.

The parties to a case are expected to help the court to further the overriding objective and this means the parties must co-operate with the court and obey the time limits and court orders.

It is therefore imperative that you co-operate with any time limits set by the Rules and Court Orders. If such co-operation is not given then the court have

powers to impose penalties, which may include the dismissal of your case.

17 REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

17.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail (by way of a "distance" contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home ("off-premises" contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason. The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us in writing to George Anthony Andrews, 74 Pembroke Road, Kensington, London W8 6NX Tel: 020 7855 7700, info@gaasolicitors.com

To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by email or post to enable us to do so.

By signing and returning a copy of your Client Care Letter you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning a copy of your Client Care Letter, we will not be able to undertake any work during that period.

18 PROFESSIONAL INDEMNITY INSURANCE

We have a legal duty to tell you about our professional indemnity insurance. We have a legal

obligation to have a valid insurance at all times. Details of our insurers are available on request.

18 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 Lloyds Bank Plc. The £85,000* 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 £85,000 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.

19 LEGAL AID

We do not undertake legal aid work. If you need legal aid then we suggest that you search for a local solicitor that offers legal aid. You can find a solicitor by visiting the Law Society website <https://solicitors.lawsociety.org.uk/>

20 CONSUMER PROTECTION REGULATIONS (CPR)

The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither you, the client, or us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property you are selling.

Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, you must disclose to us any known defects and other material adverse matters relating to the property known to you and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against you.

We encourage you to make all known disclosures as early in the transaction as possible to prevent delays.

If we become aware of any such existence of material information, and you decline to authorise disclosure to the buyer or tenant, then we would have to consider whether it was possible to continue to act for you as the CPR's impose a duty to act fairly towards you as our client and also towards third parties, especially those that are unrepresented.

21 STORAGE OF PAPERS AND DEEDS

21.1 Following the conclusion of a matter we will retain your file of papers for the following periods:

Commercial Property Lease Grant: 9 (or term plus 3 years if less)
Commercial Leases Assignment: 7 years
Property Purchase: 8 years
Property Sale: 7 years
Remortgage: 7 years
Litigation: 8 years (12 years if the client is under disability)
Wills: indefinitely
Deed of Trust: Duration of the trust plus 6 years
Probate: 12 years

21.2 A client who requires such papers (including pre-registration deeds and documents whether title to the property has been registered at H.M. Land Registry) to be kept for any specific period must inform us in writing to that effect no later than one month after the conclusion of the matter. We reserve the right to require the client to take personal custody of the papers. This provision does not apply to current deeds, Wills and securities kept at the Firm by agreement.

21.3 We provide a safe custody service to clients in respect of Wills, deeds and other securities. There is no fee for such service but it is entirely at the Firm's discretion and such service is not obligatory.

21.4 We do not charge to retrieve files, wills and deeds stored after completion of a matter. We will however charge an administration fee of £50.00 plus VAT for providing duplicate transaction documents that have already been given to you during or upon completion of your matter/transaction.

22 INTEREST

22.1 Frequently in the course of dealing with a client's affairs, this Firm will receive and hold money for the client. For your protection all clients' money is kept in a separate deposit account.

22.2 In accordance with our regulatory rules interest will be paid on money held for more than seven days (or if more than £20,000 then immediately) where the amount of interest due exceeds £20.

22.3 The rate of interest credited will be at the rate paid by this Firm's clearing bank (Lloyds TSB Bank plc) on an instant access business deposit account.

22.4 Clients who cannot accept interest for any religious or faith reasons should inform the fee earner from the outset and a waiver to entitlement to interest form would need to be signed and kept on file. You can request when signing the waiver form that the interest be paid to your nominated UK registered charity.

23 CORPORATE CLIENTS – PERSONAL GUARANTEES

In consideration of us accepting instructions from any private limited company or plc, the director(s) signing acceptance on behalf of the corporate client hereby guarantees(s) (and if more than one jointly and severally) all fees and disbursements payable by the corporate client to this Firm to the intent that the director(s) shall be jointly and personally liable with the corporate body to this Firm's costs.

24 COPYRIGHT

24.1 The firm retains the copyright in all documents prepared by it until all our charges for that transaction are paid in full.

24.2 No liability is accepted for the consequences of any amendments made by a client or a third party to any document prepared by this Firm or use made of any document save for the express purpose for which it was drawn up and provided by this Firm.

Before signing these Terms and Conditions of Business, please read the Client Care Letter and if you approve of its contents and have no questions on these Terms and Conditions of Business then please sign both a copy of the Client Care Letter and these Terms and Conditions of Business and return to us with all the documents requested under section 9.1 of these Terms and Conditions of Business. Please refer to our Client Care Letter for further details on our terms of business and our relationship as solicitor client.
