

1. Introduction and Responsibilities
2. Email
3. Payment
4. Costs
5. Changes to Charge-Out Rates
6. Costs Estimates and Arrangements
7. Outsourcing
8. Billing
9. Contentious Matters
10. Cash
11. Ending our Services
12. Interest on Funds We Hold For You
13. Joint Clients
14. Your Documents
15. Limitations on Our Liability
16. Any Concerns
17. Third Parties
18. Investment and Insurance Advice
19. Governing Law and Jurisdiction
20. Payment
21. Your Affiliates
22. Termination of Services
23. Force Majeure
24. Monies Held in our Client Account
25. Severability
26. Hours of Business
27. Money Laundering
28. Equality and Diversity
29. Mortgage Fraud
30. Professional Indemnity Insurance
31. Data Protection
32. Review of Files

1. Introduction and Responsibilities

We aim to provide a high quality service. In order to do so it is necessary for us to set out clearly our obligations to you and the limits of those obligations. Please take the time to read these Terms of Business and contact the person responsible for your matter if anything is unclear. Alternatively, you may speak to the Practice Manager.

Your contract with us is with Mowll Limited (“the Company”), which is a limited company registered in England and Wales under registration number 8838721.

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.

You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.

There is no contract between you and any employee, consultant or director of the Company. Any advice given to you (or other work carried out for you) by any employee, consultant or director of the Company is given or carried out by that person on behalf of the Company and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

2. Email

Unless you tell us otherwise, you agree to us communicating with you, including sending bills and other confidential information, by normal, unencrypted email, using the email address(es) you have given us from time to time. You should be aware that there is a risk that emails (in particular when unencrypted) may be intercepted, delayed or corrupted or may fail to be delivered.

We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communications you send to us. 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.

3. Payment

It is a condition of our retainer that all bills, interim and final, are paid within one month. If a bill is not paid in full within that period we may charge you interest on any amount outstanding from the due date until the date the bill is paid at the rate of interest prescribed for judgments from time to time. In the case of commercial debts we reserve the right to claim interest and recovery costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

Where an account is overdue we are entitled to retain any files and documents belonging to you which are in our possession until our account is settled. We also reserve the right to cease working on this and any other matters on which we are acting for you.

In some cases, and 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 of the future likely costs and disbursements.

If instructions for a piece of work are given by more than one person or company, we may recover our fees, disbursements and Value Added Tax from any one or more of them. This includes situations where one person or company instructs us on behalf of another.

If arrangements are made for a third party to pay any of our fees or disbursements, or a court orders a third party to pay any part of our fees or disbursements, you remain liable to pay them to the extent that the third party does not pay them when due.

4. Costs

Unless we have agreed otherwise, our charges will be based on the time spent on your matter, applying our hourly charging rates as applicable from time to time.

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.

5. Changes to charge-out rates

Our hourly charge-out rates are reviewed with effect from 01 February each year. We will notify you of the rates if they change and you will then be bound by them. If you do not accept the new rates after review, we reserve the right not to continue acting for you.

6. Costs Estimates and Arrangements

Any costs estimate we give at any time is a guide to assist you in budgeting. It is not intended to be fixed, unless that is specifically agreed in writing.

Any fixed fee, capped fee or other fee arrangement we agree with you, or any costs estimate we give you, is based on the scope of the work anticipated and our assumptions about the matter at the time it is agreed or given. If the scope of the work changes or the assumptions change it will no longer apply. In that case we will discuss a revised fee arrangement or estimate with you.

7. Outsourcing

Sometimes we outsource part of our work to other companies or people to do on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers.

The firms that we outsource work to are:-

- Documents Direct – Digital Dictation
- PSG – Local Searches/AML (Anti Money Laundering) /Chancel Policies
- Thirdfort – Digital AML and Source of Funds compliance

8. Billing

Unless agreed to the contrary we will normally bill monthly for the work performed to date together with any disbursements we have incurred on your behalf.

9. Contentious Matters

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. Cash

We are normally only able to accept cash up to a limit of £500 in any 28 day period. If clients 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.

11. Ending Our Services

You may end your instructions to us at any time by letting us know.

We may decide to stop acting for you only with good reason, for example, if you do not provide us with funds on account or there is a conflict of interest. We will give you reasonable notice if we decide to stop acting for you. If we do have to stop acting for you we will explain your options for pursuing the matter, and will work with you to minimise disruption to your matter.

However if we stop acting for any reason you will be required to pay for the expenses we have incurred and for the work we have done, even if the original agreement or understanding had been that we would only bill you on completion of the matter.

12. Interest On Funds We Hold For You

We will normally credit you with interest on any funds we hold in our client account on your behalf. Our policy on the payment of interest is as follows.

- Interest will accrue at the rate payable by our bank on instant access deposits. This may be less than the rate at which you could have invested the money yourself.
- We will credit you with interest if the amount of interest involved is more than £20.
- If we hold sums of money for you in relation to different matters we will normally treat the money relating to each of the different matters separately.
- We will not account for interest on money held for the payment of a professional disbursement, once the intended recipient has requested a delay in settlement. Nor will we account for interest on money held for the Legal Services Commission.

13. Joint Clients

If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees.

Instructions are understood to be for the purposes of all of those instructing us. We will act on instructions from any one of those clients unless you instruct us otherwise. Liability to pay our costs is joint (all the clients together) and several (each may be liable for the whole amount).

If instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us. If not, then that person will be liable to us as if they were our client.

14. Your Documents

After the end of the relevant matter please let us know if you would like us to send your file of papers to you. Otherwise we will keep our file of your papers in storage. Unless you are informed otherwise, we will normally destroy it six years after the date of the final bill we send to you for the matter without further reference to you, and by agreeing to these terms you authorise us so to do. We will not destroy documents you ask us to hold in safe custody, such as deeds, wills and other important original documents.

We will take care of your deeds, documents and other papers as long as they remain in our possession. However should any of them 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.

If we retrieve papers or documents from 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 retrieving, reading, copying or working on such papers where that is to comply with your instructions in relation to the retrieved papers.

15. Limitations on our Liability

We limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we provide, in the ways described below.

Our liability to you shall be limited to £3 million or such higher amount as is set out in the letter accompanying these Terms of Business.

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.

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.

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.

No claim against individual employees, consultants or directors

We have an interest in limiting the personal liability of employees, consultants and directors. Accordingly you agree that you will not bring any claim against any individual employee, consultant or director 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 directors. Accordingly, any claim that you wish to make can only be made against the Company and not against an employee, consultant or director of the Company.

The provisions of the above paragraph are intended for the benefit of our employees, consultants and directors but the terms of our engagement may be varied without the consent of all or any of those persons.

Limitation on exclusions

The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability.

16. Any Concerns

As explained in our accompanying engagement letter, if you are not happy with our service or the bill, we hope to be able to resolve the matter to your satisfaction. Details of our complaints procedure are available on request.

However if you are not satisfied with our handling of your complaint you may be able to ask the Legal Ombudsman (address: PO Box 6806, Wolverhampton, WV1 9WJ, Website: www.legalombudsman.org.uk, Telephone: 0300 555 0333) to consider your complaint.

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us and within either six years of the date of the act or

omission giving rise to the complaint, or within three years of the date when you should have become aware of the act or omission.

Note that the Legal Ombudsman service cannot be used by businesses or most other organisations, unless they are below certain size limits.

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.

17. Third Parties

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.

18. Investment and Insurance Advice

Mowll & Mowll is not authorised by the Financial Conduct Authority (“FCA”). We are regulated by the Solicitors Regulation Authority (“SRA”), which is the independent regulatory arm of the Law Society of England and Wales. If you are unhappy with any investment advice or insurance advice you receive from us you should raise your concerns with the SRA.

Financial Services and Markets Act (“FSMA”)

If while we are acting for you, you need advice on investments or any mortgage or loan agreements we may have to refer you to someone who is authorised to provide the necessary advice. However we may provide some limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are regulated by the SRA, which is a designated professional body for the purposes of the FSMA.

Our role in any transaction is that of legal adviser and it is not part of our function to give advice on the merits of any transaction involving investments, mortgages or loans. When providing our services we will assume that you have decided or will decide to negotiate or enter into any such transaction solely on the advice you may receive from a person authorised under the FSMA. No communication from us is intended or should be construed as an invitation or inducement to you or to anyone else to engage in investment activity or to enter into any mortgage or loan agreement.

Insurance distribution

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 distribution 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/firms/financial-services-register.

19. Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.

20. 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).

21. Your Affiliates

Our client is only the person or entity designated in our engagement 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 for you does not create any rights in or liabilities to any of your affiliates.

22. Termination of Services

Our lawyer-client relationship will be considered terminated upon our completion of the specific services that you have retained us to perform, or if open-ended services are to be provided, when more than six months have elapsed from the last time we furnished any billable services to you.

The fact that we may inform you from time to time of developments in the law which may be of interest to you, by e-mail, 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.

23. 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.

24. Monies Held In Our Client Account

We will not be liable to repay any money that we hold for you in our client account at National Westminster Bank Plc which is lost as a result of a failure of the bank.

25. Severability

If any provision in these terms of engagement or our accompanying 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.

26. Hours of business

The normal hours of opening of our offices are between 8.30 am and 5.00 pm on weekdays. Messages can be left by voicemail or email outside those hours and appointments can be arranged at other times when necessary.

27. Money Laundering

Legislation requires solicitors to take various steps to guard against money laundering. We may be obliged to report information about possible money laundering and terrorist financing to the authorities, notwithstanding our normal duty of confidentiality. If we have to make a report we may not be able to tell you that we have done so, because the law prohibits "tipping off". Where the law permits, we will tell you about any potential money laundering problem and explain what actions may be necessary.

28. Equality and Diversity

Mowll & Mowll is committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

29. Mortgage Fraud

If we are also acting for your proposed lender in this transaction, we have a duty fully to 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. You agree to us so doing.

30. Professional Indemnity Insurance

Under the Indemnity Insurance Rules we are required to take out and maintain qualifying insurance. Details of our insurance are available on request.

31. Data Protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records;
- analysis for management purposes and statutory returns; and
- legal and regulatory compliance.

Our use of that information is subject to your instructions, the General Data Protection Regulations and our duty of confidentiality. Please note that our work for you may require us to disclose information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

More information is contained in our Privacy Notice attached, or on our website.

We may from time to time wish to send you information which we think might be of interest to you. Please notify our office in writing should you consent for us to do so.

32. Review of Files

From time to time our practice may be audited or checked by our accountants or our regulator, or by other organisations. These organisations are required to maintain confidentiality in relation to your files.