

## **Doing Business with Excello Law**

### **Standard Terms and Conditions**

#### **1. Introduction**

Some of our standard terms of engagement may not be immediately relevant to you. Our objective is to build a relationship with all of our clients which will last over years and we think it helpful if we provide you at the outset with a description of the terms on which we provide all our services. These terms are accompanied by a Letter of Engagement which includes the detailed terms of our engagement with you and expands on some of the terms which follow.

In order to avoid repeating your name and ours in this document, we have used the expressions “we”, “us” and “our” to refer to Excello Law Limited and “you” and “your” to refer to you, our client. We have also used the expression “charges” to avoid repeating the expression “fees, disbursements and expenses” all of which are referred to on each occasion this word is used. Further, where we use the word “Director” we are referring to a Director of Excello Law Limited.

#### **2. Client and Matter Director**

We operate a structured system to ensure that you have a single, senior lawyer who will be responsible for maintaining an over-view of your affairs. A Director will supervise those who carry out your work.

It is important that you are kept fully informed of progress and that in handling your work we always act in accordance with your instructions. We shall report to you at such intervals and by such means as you may reasonably require.

#### **3. Instructions and Service Standards**

We have set out the agreed scope and objectives of your instructions in the Letter of Engagement. Any subsequent change will be discussed with you and, where appropriate, a new Letter of Engagement will be issued.

We shall proceed on the basis of the instructions we have received from you and rely upon you to tell us as soon as possible if anything occurs which renders any information previously given to us incorrect, inaccurate or incomplete.

We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions. We cannot accept any responsibility for any event, loss or situation unless it is one against which it is the express purpose of those instructions to provide protection.

Advice given by us is provided in light of the instructions to which it relates and for your benefit only. It may not be used or relied upon for any other purpose or by any person other than you without our prior written consent.

We shall proceed on the basis of the following service standards:

- We will update you (orally (e.g. by telephone or in a meeting), email or in writing) with progress on your matter regularly but in no event less than every six weeks, unless otherwise agreed with you;
- We will communicate with you in plain language;
- We will explain to you (orally (e.g. by telephone or in a meeting), email or in writing) the legal work required as your matter progresses;
- We will update you on the cost of your matter as deemed reasonably appropriate by us but in any event, no less than every six months;
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances;
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates;
- We will continue to review whether there are alternative methods by which your matter can be funded.

Conversely however, we would ask that you provide us with timely, accurate and clear instructions and provide all documentation required to complete your matter in a timely manner.

#### **4. Anti-Money Laundering Legislation**

Our policy is one of strict compliance with the statutory regulations and therefore we shall not be able to act upon your instructions until we have completed those procedures we deem necessary to satisfy the legislation and regulations to which we are subject. We may use a third party search agency to verify your identity and validate your address solely for the purposes of fulfilling our Anti-Money Laundering obligations. You give us permission to use these third party search agencies and to obtain information about you for these purposes only. We will not charge you for expenses or time arising from our obligation to comply with anti-money laundering regulations unless we request and obtain your approval in advance.

We shall communicate with you separately in respect of the procedures referred to.

## **5. Standard Fee Basis**

Our fees are calculated by taking into account a series of factors established by law. Unless otherwise agreed in writing, these include the amount of time we spend, the complexity of the matter and the level of skill and specialised knowledge involved. In addition, we take into account the value of the matter and its importance to you.

Time spent may include but will not necessarily be limited to:

- Perusing and working on papers and correspondence;
- Telephone calls to third parties;
- Time spent with you on the telephone or in face to face meetings;
- Time spent with others in preparing the case on your behalf (which may include witnesses, experts and counsel);
- Dealing with other parties involved in the matter;
- Travelling and waiting time.

Time is recorded and charged for on a task related basis in units of 1/10th of an hour.

As our time and expertise are the core elements of our service, our fees are normally calculated by reference to the current hourly rates of the lawyers concerned and applicable at the time that the work is carried out for you. The rates currently applicable are set out in the Letter of Engagement.

We do review our charge out rates from time to time. We shall however, notify you in writing of any alterations.

Our intention is that our fees should be fair and reasonable having regard to all the circumstances.

Our aim is to be as flexible as is commercially sensible in our approach to fees and we are prepared to consider alternatives to hourly rates including by way of example, fixed fees, blended rates, percentage fees based upon specific criteria or retainers. The Letter of Engagement sets out the agreement we have reached as to the basis of our fees.

All figures in our Letter of Engagement or any correspondence with you are exclusive of VAT.

## **6. Estimates of Fees**

Any estimate provided as to fees is only a guide and must not be taken as a firm quotation, unless we have confirmed in writing that we shall charge a fixed fee.

Our estimate will aim to give you a breakdown between likely charges and VAT. Where time is a factor in assessing fees, we will explain clearly to you how we intend to use the time. It is likely that our estimate will be expressed as a range.

Our estimate will include, where possible, details of any third parties to whom you will need to make payments and when those payments are likely to be needed.

Where, in our judgment, it is not possible to provide you with a fixed or realistic estimate of charges, we shall, at your request, give you the best information about the total cost of the next stage of the matter.

We shall review the original estimate regularly and provide you with revised estimates, where applicable, giving the reasons for any changes made.

## **7. Cap on Fees**

If a cap or limit is agreed on the level of our fees then our fees will not exceed the amount specified in the Letter of Engagement.

However, the application of the cap or limit is agreed on the basis of the instructions and information supplied to us and on any assumption set out in the Letter of Engagement.

Unless the Letter of Engagement states otherwise, expenses and disbursements shall be payable in addition to any cap or other limit on fees.

## **8. Fixed Fees**

If we have agreed a fixed fee with you, then the Letter of Engagement includes a detailed description of what we have agreed to do for that fee and a summary of the information which you have given to us. In order to provide that description, on which the fixed fee is based, we must have as much information as possible about the work which you want us to do, so that we can estimate the time it will take us.

Expenses and disbursements shall be payable in addition to any fixed fee.

Provided:

- The scope of your instructions does not change; and
- The information in the summary is accurate; and
- There is no material delay in progressing or completing the matter beyond our control

We will complete your instructions for the fixed fee. If any one of the three provisos is not satisfied, we shall advise you that in our view the fixed fee agreement should cease to have effect. If you agree with our view, we shall seek a new agreement with you for a new/revised fixed fee or agree a different method of charging fees.

If you do not agree with our view, then the Complaints Handling Procedure referred to in Condition 19 will operate.

Expenses and Disbursements

Your instructions authorise us, unless you instruct us to the contrary, to incur such disbursements and expenses as we consider necessary to comply with your instructions. You will be required to reimburse them to us on request either by payment on account or against submission of a bill.

Examples of common disbursements and expenses are expert's fees, court fees and counsel's fees. Disbursements and expenses are charged at cost.

We reserve the right to charge you for:

- Expenses of travel, accommodation and meals when travelling away from the office (and exceptional costs of in-house provision of food, subsistence items or other amenities) in fulfilling your instructions;
- Late night transport home for Directors or staff or the cost of overnight accommodation where the work necessary to fulfil your instructions must be necessarily be undertaken after 21:00;
- Photocopying and scanning expenses incurred on your behalf;
- CHAPS and Faster Payments transfers on your behalf by our bank;

These items will be shown by category on your bill. Current rates of charge are as follows:

- Photocopying and scanning – 25p per copy;
- A4 or smaller colour photocopying and scanning - £1.00 per copy;
- Larger colour photocopying and scanning – at such higher rate as may be reasonable in all the circumstances;
- Computerized legal research – at cost;
- Travel by car – 45p per mile;
- Taxis and other public transport – at cost;
- CHAPS payments – £25 plus VAT;
- Faster Payments (*£1,000 and above*) - £10 plus VAT;
- Faster Payments (*less than £1,000*) - £5 plus VAT.

## 9. Payments on Account

Our standard policy is to ask clients to provide sums in advance to cover charges.

If we do, any payment will be held on generally on account of charges which we are likely to incur on your behalf.

We will discuss with you the amount which is appropriate at the outset of any new matter. It will be helpful if you could please meet any requests for payment promptly. However, if there is any difficulty in this respect please contact the solicitor who is dealing with your matter.

Save for any advance payments for expenses and disbursements which may be applied when the expenses or disbursements are incurred, the money will be retained until completion of the matter

although, at our discretion, some or all of it may be applied towards any bill which has remained unpaid for more than 28 days. If part or all of the money is used in this way or if for any reason it is reasonable to review the amount held by us, we may ask you to provide a further sum to cover future charges.

All client money is placed in a client account with our bank Lloyds plc (“Lloyds”). Lloyds is covered by the FSCS or the Financial Services Compensation Scheme. The FSCS is the UK’s statutory fund of last resort for customers of financial services companies. The FSCS can pay compensation if a bank is unable (or likely to be unable) to pay claims against it. The compensation limit for eligible claimants is £85,000 with effect from 30 January 2017.

In the event of Lloyds being unable to meet any claim i.e. its collapse, it is unlikely that we will be held liable for any losses resulting from the bank’s collapse but we can make disclosure on your behalf to the FSCS to assist in any claim you may wish to make against the fund of last resort.

You should however be aware of the following in relation to the £85,000 FSCS limit:

- The limit is applicable to each individual and so if you hold other personal monies in the same bank, the limit remains £85,000 in total; and
- a corporate body client may not be eligible for compensation from the FSCS if it is not considered a small company. In order to satisfy the “small company” test, a company must satisfy two of three thresholds which currently are: (i) annual turnover must not be more than £6.5m; (ii) the balance sheet total is less than £3.26m; (iii) the average number of employees must be not more than 50; and
- the limit applies per banking licence. Some deposit taking institutions have several brands i.e. where the same institution is trading under different names but under one licence. Therefore it may be possible to have money deposited with several deposit taking institution brands but for them to be covered by only one licence. In these circumstances only the first £85,000 is protected for each individual. You should therefore check with your bank, the FSA or a financial adviser for more information.

Money held in our client account will earn interest at the prevailing rate offered by Lloyds and unless agreed otherwise in writing this will normally be passed to you as a payment in lieu of interest without any tax deduction at source. You should therefore declare any such payment received on your tax return.

We are required to hold the money in an account which facilitates transactions and our client account is therefore an instant access account. For this reason, any interest that will be earned on the funds is likely to be less than the interest you could earn by depositing the funds elsewhere.

We normally calculate interest on money held in the client account on a monthly basis. The interest calculation will be made on cleared funds only and it is the firm’s policy that cheques are only treated as cleared funds 6 working days after the cheque has been banked.

Payment in lieu of interest will normally be made to you at the end of the matter, but may be made on an interim basis if you request us to do so.

Payments in lieu of interest will only be made to you if the calculated interest exceeds the firm's de minimis limit of £25. The firm believes that any amount up to £25 is reasonably retained to cover the costs of administration.

Unless otherwise agreed, where we are conducting more than one matter for you, client account balances will not be aggregated and each of your matters will be treated separately for the calculation of interest earned and payment in lieu of interest if any.

## **10. Interim Bills**

We will bill charges on the basis set out in the Letter of Engagement. Payment of interim bills helps us to spread our charges fairly between clients for whom we are working over different periods of time.

## **11. General Provisions about Bills**

Bills will contain a brief description of the work performed during each billable period but not a detailed narrative. If you require such a narrative or need any additional explanation, please let the solicitor dealing with your matter know. Bills may be sent by post or by email.

Bills are due for payment within 14 days of delivery unless that period is extended, in writing, by a Director. Our bills will also, where appropriate, add a sum for VAT. Our VAT number is GB 974 7183 77.

If you wish to make payment by way of bank transfer, our bank account details are provided with each bill or can be made available to you upon request.

You may settle our bills (or put funds on account with us for fees to be incurred) by card online at <https://payments.excellolaw.co.uk>. You will bear the costs of sending funds to us. There is no surcharge for debit cards. Payments by credit card will incur a transaction handling fee surcharge of 2% (including VAT). Card payments normally take two to five working days to be credited to our account. Card payments are made subject to our Refunds Policy, which can be viewed on our website at the following location [www.excellolaw.co.uk/refund-policy](http://www.excellolaw.co.uk/refund-policy).

We reserve the right to charge interest (both before and after judgment) on any sum which remains outstanding for more than 28 days after delivery of the bill at the rate then payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, together with fixed sums and recovery costs as permitted by that Act, whether or not that Act would otherwise apply.

We may, in order to secure payment of our charges, have first call upon any money or other property recovered or preserved for you by our efforts pursuant to Section 73 of the Solicitors Act 1974.

If a third party undertakes responsibility for payment of some or all of our charges on your behalf, and payment is not made as set out above then you will be responsible for settling any outstanding amount.

If a bill remains unpaid for more than 14 days or if you decline or fail to meet a request for a payment on account of our charges, we may decline to act any further.

If our instructions are given by or on behalf of more than one person or company each person or company for whom we are acting will be responsible for the payment of the full amount of our charges regardless of whether our bills are addressed only to one or some of such parties.

Excello Law is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about a bill, please contact a Director on 0845 257 9449 by e-mail ([info@excellolaw.co.uk](mailto:info@excellolaw.co.uk)) or by post to our office. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman Complaints Service (contact details at <http://www.legalombudsmancomplaints.org.uk/home.page>) to consider the complaint if you are eligible under the Legal Ombudsman scheme.

## **12. Termination of Instructions**

You may terminate our instructions at anytime by giving us written notice.

In some circumstances, for good reason, we may decide to cease acting for you. Examples of circumstances where we might so decide include a failure on your part to provide us with adequate instructions or when we find ourselves unable to comply with your instructions or when our invoice remains unpaid outside an agreed payment timetable or when a payment on account is not made in accordance with these standard terms and conditions and our Letter of Engagement.

We will give you reasonable prior written notice if we decide for whatever reason that we are no longer willing or able to act for you. If we are on the court record on your behalf you must, if we have given such notice, arrange for other solicitors to file a Notice of Acting on your behalf or file a Notice of Acting in Person. If you fail to do so we shall rely upon this condition in applying to be removed from the record as acting for you.

In circumstances where our instructions are terminated or we cease to act for you, we will be entitled to receive payment for our reasonable charges. In the case of a fixed fee, please refer to the Letter of Engagement.

## **13. Transfer or Assignment of Instructions**

We may transfer our rights under this contract to any organisation within which our practice may continue in the future (and in such an instance you agree that our obligations under the contract will be assumed by such organisation). We will not otherwise transfer our rights unless we get your written permission first.



#### **14. Third Parties**

Except as expressly provided in the Letter of Engagement and as set out above at Condition 14, no person other than a party to the agreement established by the Letter of Engagement may enforce any terms of such agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 (“the Act”). Notwithstanding any benefits or rights conferred by such agreement on any third party by virtue of the Act, the parties to such agreement may agree to vary or rescind any of its terms without any third party’s consent.

#### **15. Data Protection and Privacy**

The information which you provide to us is confidential. It is also likely to be covered by the Data Protection Act 1998. Inevitably we may have to disclose some information to third parties and we accept instructions only on the understanding that we have the authority to do so when reasonable and necessary for the purposes of dealing with any matter on which you instruct us. If we have any doubt as to whether you might object to the disclosure of any information we will seek to obtain your consent before doing so unless disclosure is required as a matter of law.

We may use the information provided to check our own records, your records at credit reference agencies and the records held by credit reference agencies relating to your business.

You consent to us holding information relating to your matter, including personal information, in our electronic case management system. This information will be accessible by the solicitor(s) handling your matter, the Directors of Excello Law and essential operational staff.

If you request a copy of your file, or that the file be sent to a third party or any such similar instruction, you consent to us sending that file by electronic file transfer. If you require us to send the file in hard copy format then we reserve the right to charge you for the time involved (for example in printing and copying your file) and any postal charges necessary to comply with your instructions.

If, and to the extent, you provide personal data relating to any third party to us, you confirm that you have obtained their consent to pass their personal data to us and for us to process it in the manner and for the purposes of providing services to you as described herein.

If we instruct counsel on your behalf, we may keep a copy of an opinion given by counsel in electronic form for internal know-how purposes but we will ensure that client confidentiality is preserved.

We will retain information about you after the closure of your file for as long as permitted for legal, regulatory, fraud and other financial crime prevention and legitimate business purposes.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

## **16. Storage of Papers and Deeds**

Upon completion of any matter for you or earlier termination of our instructions we are entitled to retain your papers, documents or other property held by us if there is any money owing to us in respect of our charges until you have paid any outstanding amount, including interest.

We shall keep our files of papers (except for any of your papers which you ask to be returned to you) in storage but in the understanding that we have your authority to destroy the file six years from the date of delivery of our final invoice in respect of the matter.

We shall not however, destroy documents which you specifically ask us to deposit in safe custody.

We do not normally make a charge for retrieving stored papers or deeds in respect of continuing or new instructions to act for you. However, we reserve the right to make a charge based upon the time we spend reading papers, writing letters and other work necessary to comply with your instructions.

## **17. Electronic Communication**

We are able to communicate electronically with our clients and other parties using electronic mail (both direct and via the internet) and using computer disks. If we communicate electronically with or for you, you acknowledge and agree as follows:

- There are some delivery risks in using electronic mail and you accept the risk of interception by third parties or of non-receipt or delayed receipt of the message;
- Computer viruses and similar damaging items can be transmitted through e-mails and by introducing computer disks into your system; we use virus scanning software to reduce these risks and ask that you do the same; however, it is not possible to completely eliminate the risk of introducing viruses;
- You release us from all claims, losses, expenses and liabilities caused by any of the risks referred to above and arising directly or indirectly out of that communication.

## **18. SRA Code of Conduct & Complaints Handling Procedure**

The Solicitors Regulation Authority (SRA) regulates solicitors in England and Wales. The SRA issues the principles against which all solicitors in England and Wales must conduct themselves. These principles or rules are known as the SRA Code of Conduct and a copy can be found at <http://www.sra.org.uk/rules/>

As a valued client, you should know that we take every care in providing the service that you are entitled to expect. We recognise however, that occasionally things can go wrong and you may wish to complain about the service you have received and/or about a bill. We have a formal Complaints Handling Procedure and we want you to understand how it works. The procedure will ensure that:

- Complaints are taken seriously and get a prompt response; and
- Any complainant knows as soon as possible whether or not we agree that the complaint is justified.

If you wish to make a complaint then you may do so by telephone, e-mail or letter. In our view, it is best if it is made in writing and addressed to a Director. A Director may be contacted by telephone on 0845 257 9449 or by e-mail on [info@excellolaw.co.uk](mailto:info@excellolaw.co.uk) or by post to our office. The Director will then follow the Complaints Handling Procedure, a copy of which will be supplied on request. If your complaint relates to a bill, you do have the right to have such bill assessed under Part III of the Solicitors Act 1974. However, the Legal Ombudsman may not consider the complaint about a bill where you have applied to court for an assessment.

Although we would always hope to deal with and resolve any complaints satisfactorily, you should understand that if you are not satisfied with our handling of the matter, you may ask the Legal Ombudsman to consider the complaint if you are eligible under the Legal Ombudsman scheme. The address of the Legal Ombudsman is PO Box 6806, Wolverhampton, WV1 9WJ. Any complaint to the Legal Ombudsman must usually be made within six months of receiving a final written response from us about your complaint. For further information, you should contact the Legal Ombudsman on 0300 555 0333 or at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

## 19. Risk Assessment

Where a member of our dispute resolution team is instructed, we will always endeavour to resolve a dispute without reverting to litigation unless there are clear commercial or personal reasons for doing so. However, litigation is a risky and uncertain course of action.

Should litigation prove necessary, we shall discuss with you and keep under review, whether the likely outcome in the matter justifies the expense and risk involved including, where relevant, the potential liability for an opponent's costs.

We shall explain to you in writing the cost consequences of pursuing litigation in the various courts, tribunal and arbitration proceedings.

We shall explain to you in writing the various approaches the court takes in assessing costs.

In any event, unless we have entered into a separate Conditional Fee Arrangement with you, you will be liable to pay our invoice(s) in full regardless of any costs award made against another party.

Similarly, you will be liable for any costs of enforcing any order for costs against another party if enforcement measures prove necessary.

## 20. Documents

It is likely that, as the matter progresses, we will need to review all of the documents which are relevant to it (please note "documents" includes electronic generated documents) as well as audio

and video tapes and computer records. In any event, in the normal course of proceedings, the parties are obliged to disclose to each other all documents which they have or have had at any time, relating in any way to the issues between them. For those reasons, it is extremely important that any documents which you may already have are carefully preserved. This entails keeping them safe and ensuring they are not marked, altered or otherwise tampered with.

You should also note that some documents are “privileged” from production to the other party in an action. Broadly, this includes all documents created in anticipation of litigation or otherwise for the purposes of seeking legal advice. You should not assume that all documents created in connection with this matter will be privileged. We recommend that you seek advice from us before any document is created which might fall into this category. This will be particularly important if you are corresponding directly with the other party or parties on a “without prejudice” basis.

## **21. Disclosure**

Every party to litigation is under a duty to give disclosure. Disclosure is the process whereby documents which are, or have been, in a party’s “control” are disclosed to other parties in the litigation. We shall explain to you, in writing, your rights and obligations under “disclosure” including:

- What you will have to disclose;
- What is a “document” and when is it in your “control”;
- When your duty to disclose arises;
- What is the extent of your duties to search for documents;
- The meaning and status of “privileged” documents;
- The need to retain potentially disclosable documents;
- Your rights to inspect the other parties’ documents.

## **22. Costs in Litigation Cases**

Should court or arbitration proceedings prove necessary then, at the conclusion of those proceedings, costs will normally be awarded to the successful party. The amount of payment will be assessed by the court or arbitrator. Even if you are successful in your claim it is unlikely that you will recover all of the costs you have paid or become liable to pay.

The court differentiates between costs which have been incurred simply to progress the case (which will generally be payable by the losing party to its opponent) and those costs which are incurred entirely for your benefit (for example regular updates, including telephone advice). You will be liable for any shortfall due to us. You are liable for our charges and expenses whether you win or lose the case and whether or not your opponent is ordered to pay your costs.

There may also be a shortfall if the court decides that the other party should not have to pay the hourly rate which you have contractually agreed with us.

It is equally important for you to note that, if you are ultimately unsuccessful, you may be responsible for the costs incurred by the other party to the action in addition to our costs.

### **23. Ability to Pay**

We shall, where appropriate, discuss with you whether you may be eligible and therefore should apply for public funding. Please note however, that we do not operate a legal aid practice.

You will advise us if you know of any arrangements available to you for the payment of our charges or to pay any costs which you might be ordered to pay to an opponent. You may, for example, have legal expenses insurance by virtue of your own personal or household insurance or membership of a trade or professional association.

### **24. Our Liability to You**

In order that our liability to you arising from our negligence or wilful default shall be fair and proportionate, we may include provisions in the Letter of Engagement which limit our liability in certain circumstances. In any event, please note carefully the exclusion of liability (contained in Condition 3) in circumstances where matters fall outside our instructions. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. Nothing in this condition shall be construed as purporting to exclude or limit any liability the exclusion or limitation of which is prohibited by law. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

You acknowledge that we are a limited liability company and that there is no contract between you and any of our individual solicitors or Directors. Any advice given to you by a solicitor or a Director is given by that person on behalf of us and that person does not assume any personal responsibility to you for that advice. Accordingly you will not bring any claim against any individual solicitor or a Director in respect of any losses which you suffer or incur, directly or indirectly, in connection with our services. None of the provisions of this Condition 24 will limit or exclude our liability for the acts or omissions of our solicitors or Directors.

In order to practice as a Company offering general legal services, Excello Law is required to hold Professional Indemnity Insurance. Our primary insurers are Travelers Insurance Company Limited and may be contacted at Exchequer Court, 33 St. Mary Axe, London, EC3A 8AG, (+44 (0)20 3207 6000), [www.travelers.co.uk](http://www.travelers.co.uk).

Our policy with Travelers has worldwide territorial cover.

## **25. Equality and Diversity**

We are 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.

## **26. Variations to these Conditions**

These standard terms and conditions shall apply to any instructions which you give us. We may change these standard terms and conditions from time to time but if we do so we will notify you of any changes in writing. Together with the Letter of Engagement, they comprise the whole contract between you and us and no variation shall be binding on us unless in writing. In the event of any inconsistency between the provisions of these standard terms and conditions and the Letter of Engagement the latter shall prevail.

## **27. Survivorship and Severability of Conditions**

Any of these conditions which expressly or impliedly have effect after termination or expiration will continue to be enforceable notwithstanding termination or expiration.

If any part of any of these conditions is held by the court to be illegal or unenforceable, then the remainder of such condition and the other conditions of this contract shall be enforceable notwithstanding such illegality or unenforceability.

## **28. Jurisdiction and Applicable Law**

These standard terms and conditions shall be construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

## **29. Personal Clients and Consumer Contracts Regulations 2013**

Your instructions to us will involve the creation of a contract which for personal clients is subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. As such, you have the right to cancel your agreement with us within 14 days.

Should you require us to commence work on your matter within the 14 day cancellation period because, for example, of the urgency of the case, you will need to confirm your agreement for us to proceed with your matter by signing and returning a copy of the Letter of Engagement. By signing and returning a copy of the Letter of Engagement 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 in accordance with this Condition 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.