

TERMS OF BUSINESS

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1. TILLY BAILEY & IRVINE LLP

- 1.1 Tilly Bailey & Irvine LLP (“TBI”) is a limited liability partnership registered in England and Wales with registered number OC315000. It is authorised and regulated by the Solicitors Regulation Authority (“SRA”). Our SRA identification number is 439536. Our professional rules of conduct can be viewed at www.sra.org.uk or by writing to ‘Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN’ or by calling the SRA’s contact centre on 0370 606 2555 (inside the UK), 09.00 to 17.00, Monday to Friday.
- 1.2 A list of members (and non-members who are designated as Partners) of TBI and their qualifications is available for inspection at our registered office; York Chambers, York Road, Hartlepool, TS26 9DP. We use the word “Partner” to refer to a member of TBI or an employee or consultant of TBI with equivalent standing and qualifications.

2. GENERAL

- 2.1 These Terms of Business shall govern the terms of our relationship from the time when we receive formal instructions from you to advise or to proceed with any matter. The obligations created hereunder shall continue after the completion of the matter or the termination of the relationship.
- 2.2 These Terms of Business are TBI’s standard terms and conditions of engagement and may be amended from time to time by TBI. They are subject to any specific variations or additions which may be agreed in writing between us in any signed engagement letter.
- 2.3 The engagement letter together with these Terms of Business, and any additional express terms constitute the entire agreement and understanding between TBI and you. If there is a conflict between the Terms of Business and the engagement letter or email, the latter will prevail.
- 2.4 If TBI merges or amalgamates with another firm any engagement which we have with you shall not terminate as a result and the successor firm shall continue the engagement.
- 2.5 You may not assign any rights which you may have against TBI or any of its Partners to any other person without our prior written consent.
- 2.6 If any of the provisions of these Terms of Business are found to be unenforceable for any reason in any jurisdiction, the remaining provisions shall not be affected.
- 2.7 Any failure to enforce at any time one or more of these Terms of Business shall neither be a waiver of them nor of our right at any time to subsequently enforce them.
- 2.8 Our agreement will apply to any future instructions you give TBI and subsequent or

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continuing instructions from you will amount to your acceptance of these Terms of Business unless you enter into a new agreement

- 2.9 Nothing in our agreement will entitle any third party to rely on or enforce any term of this agreement, whether under the contracts (Rights of Third Parties) Act 1999 or otherwise. Your attention is drawn to section 6 of these Terms of Business which sets out the limitations on our liability.

3. NATURE OF ADVICE

- 3.1 Unless we explicitly state otherwise in our advice or in writing, that advice is provided solely for the purposes of the instructions to which it relates and for the benefit only of the person to whom it is addressed.

4. COMMUNICATION

- 4.1 At the outset we will notify you of the fee earner who will have principal conduct of the matter, and the Partner who will have overall responsibility for the file.
- 4.2 We will keep you informed from time to time of the progress of any instructions and will usually do so by the means of your choice. We will communicate with you orally or in writing and with any person to whom you have authorised us to communicate, unless you specifically request otherwise. Such requests should be made to the relevant Partner and will apply only in respect of the transaction in which they were made.
- 4.3 We will use various forms of electronic communication in the course of taking and acting on instructions from you. With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted.
- 4.4 We use virus scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. We also expect you to operate such software. However, electronic communication is not totally secure, and we cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after despatch.
- 4.5 Unless you advise us otherwise, we will assume communication by email is acceptable to you.
- 4.6 Any email communications to or from us may be monitored by us for operational or business reasons.

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5. NEW CLIENTS AND DUE DILIGENCE REQUIREMENTS

- 5.1 As with other professional services firms, we are required to identify our clients (and, in a number of cases, beneficial owners) for anti-money laundering purposes when accepting instructions in relation to a number of areas of our business.
- 5.2 Notwithstanding the scope of any regulatory requirements and without limiting any other rights, we reserve the right to terminate our relationship at any point where we have concerns about either the nature of the transaction(s) on which we are advising or persons involved with them or if any request for further information is not met promptly (whether we have an obligation or right to request such information or not).
- 5.3 We reserve the right to conduct credit, identity, and source of funds and source of wealth checks (or to engage third parties to conduct such checks, including digital and electronic checks) on any client. By engaging TBI you consent to such checks being performed. Where such checks are undertaken, a fixed fee of £25 + VAT (total of £30) will be applied per individual. Alternatively, for individuals based outside of the United Kingdom, or checks which involve an overseas element, a fixed fee of £35 + VAT (total of £42.00) will apply.
- 5.4 We reserve the right to seek guarantees of payment of our fees in relation to clients who do not have an established credit history.

6. INDEMNITY INSURANCE, SCOPE OF LIABILITY AND LIABILITY CAPS

- 6.1 We are required to inform you about our professional indemnity insurance. In accordance with the rules of the SRA, TBI maintains professional indemnity insurance. Details of our insurers and the territorial coverage of the policy are available for inspection at our offices by arrangement with a Partner.
- 6.2 The insurance covers our entire practice and all work conducted from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.
- 6.3 TBI is insured against all liability for professional negligence claims. Unless a liability cap is separately negotiated and agreed, our liability to you will be £3 million.
- 6.4 Our liability, and that of our employees and consultants to you under contract and tort or under statute or otherwise is limited to exclude liability:
 - (a) for indirect or consequential economic loss or damage (including loss of profits) howsoever arising;
 - (b) in respect of any claim or series of connected claims, for an amount exceeding an aggregate of the lower of the amount agreed with you or £3m;
 - (c) for the acts or defaults of any third party, including any agents or sub-contractors, and we will only accept liability for direct loss suffered by the person instructing us and, in any event, only to the extent that such loss was

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reasonably foreseeable as arising from our act or default giving rise to the loss;

- (d) if you act on advice given by us on an earlier occasion without first confirming with us that the advice remains valid in the light of any changes in the law or your circumstances. We accept no liability for losses arising from changes in the law or in the interpretation of the law which are first published after the date on which our advice is given;
- (e) for any losses where those losses are due to inaccurate, incomplete or misleading information provided to us; and
- (f) for any inability on our part to perform our services for any cause beyond our reasonable control,

provided that such liability does not arise from our fraud or other deliberate act or from any personal injury that we may have caused.

6.5 It is a fundamental provision of these terms and conditions that you agree no individual has or will have any personal responsibility to you for the legal services provided by them on behalf of TBI. This does not limit or exclude any liability of TBI for the acts or omissions of any of its employees acting under the supervision of the firm or within the scope of their employment with the firm.

6.6 To the extent that it is effective in law to do so we also limit our liability to those who are not our clients but who it is foreseeable may benefit from or be affected by the services we provide, to the same extent as if they were a client of ours. This limitation is not to be interpreted as an assumption of liability on our part to anyone who is not our client.

7. CONFLICTS OF INTEREST

7.1 The nature of our business means that conflicts between the interests of different clients may arise. Solicitors must endeavour to avoid situations of conflict and ensure that a client's interests are not compromised.

7.2 If a conflict or potential conflict issue arises, we will try to discuss the issue with you as soon as we are able to do so and will act swiftly and appropriately in relation to any concerns you have.

7.3 If we identify a conflict or a potential conflict, we reserve the right to terminate our agreement.

8. OUR FEES

8.1 We generally charge fees based either on a time and expertise basis or on a fixed fee basis.

8.2 When our fees are based on the amount of our time and expertise a transaction requires, our professional fees are normally calculated by reference to the current hourly rate of the fee earner concerned, applicable to the type of work done at the

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time the work is done. We reserve the right to charge higher than usual hourly rates or apply an uplift if either the nature of the work or the applicable deadlines justify

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this. Hourly rates vary both between departments and fee earners and the standard hourly rates of the fee earners working on your instructions will be set out in your engagement letter. The rates are reviewed periodically and are adjusted and applied from the time they are reviewed. We will notify you in advance of any change in the applicable hourly rate.

- 8.3 **Estimates** - For many transactions we are able to give estimates of the cost of completing the work. Estimates are not fixed fees or caps on our fees and are provided solely for the purpose of indicating to you the likely overall cost of our services. We will endeavour, where possible, to keep you updated on costs as the matter progresses. However, in the event that the actual fees that are chargeable on a time and expertise basis exceed the estimate, we shall be entitled to recover from you our fees in full.
- 8.4 **Fixed fees** - On occasion we are able to provide fixed fee quotations for particular instructions or elements of work within a larger instruction. We expect to be paid the amount of the fixed fee regardless of the time or expertise required to complete the work. However, we will not seek to charge more than the fixed fee quotation if our time and expertise costs exceed the fixed fee.
- 8.5 **Fee caps** - In certain limited circumstances, we may agree to cap our fees at a particular level. In this event we will charge fees for time incurred up to but not in excess of the amount of the fee cap. Please note that no fee cap will be implied into any estimate unless expressly provided for.
- 8.6 **Contentious Work** - If we are acting for you in a contentious matter, we may be able to offer you alternative fee structures such as Contingency Fee and Conditional Fee arrangements. These arrangements are determined on a case by case basis.
- 8.7 **Aborted or delayed transactions** - Transactions may be aborted or delayed for reasons beyond our control. Our fees are not conditional upon a transaction or other matter happening or not happening. Unless specifically agreed otherwise, we do not work on a contingency basis and in such circumstances, we are entitled to charge you for the work carried out, until the transaction is aborted or delayed, at the applicable hourly rate or at a fair proportion of the fixed fee.
- 8.8 **Disbursements** - In instructing us you are authorising us to incur such external expenses as we consider necessary or reasonable and are agreeing to reimburse us for such expenses. However, we are not obliged to incur any fee, cost or expense on your behalf and we will have no liability to you in the event that we fail to pay for any fee, cost or expense unless we have agreed explicitly to pay such disbursement on your behalf and you have put us in cleared funds sufficient to cover the cost of such disbursement prior to it falling due. We will normally ask you for money on

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account to cover disbursements. If no payment is made pursuant to such a request, we reserve the right to cease acting for you and will not incur the expense and will have no liability to you in relation thereto.

- 8.9 **Third Party Payment** - In some cases and transactions you may be entitled to payment of some of your costs by a third party. It is important that you understand that you will still be responsible for paying our bills when they are delivered, and any amounts recovered from the other party will be a contribution towards them. The other person will not be liable to pay the VAT element in your costs if you are able to recover the VAT yourself. In such cases you will be invoiced for the VAT element.
- 8.10 **Orders for costs** - Your obligation to pay our fees and disbursements in litigious matters exists irrespective of the outcome of any proceedings or any order for costs which may be made. Even if you are successful in your litigation and you are entitled to the payment of your costs by another party it is unlikely that you will recover the full amount which you have been billed by us.
- 8.11 **Solicitors Undertaking** - When acting for you we may be asked to provide a solicitors' undertaking to a third party that certain costs, fees or disbursements will be met by you. You will, in such circumstances, be required to indemnify us as to the cost of giving and complying with such an undertaking.
- 8.12 **VAT** - All fee estimates and quotations are given exclusive of VAT.
- 8.13 **Joint instructions** - Where two or more people or organisations instruct us or take responsibility for payment of our fees, each of them shall be jointly and severably liable for payment of the full amount of our fees and disbursements.
- 8.14 **Insurance** - You may have the benefit of an insurance policy which would cover the cost your case. Such policies are often known as "legal expenses policies" and, in addition to being bought specifically to cover the cost of potential litigation, can also sometimes be contained in other insurance policies, such as household insurance, motor insurance or as a benefit to a credit card or bank account.

The onus is on you to check any insurance policies, credit card and bank accounts you do hold in order to confirm whether such cover may be included. We do not accept any responsibility unless you specifically draw it to our attention.

9. PAYMENTS ON ACCOUNT

- 9.1 We often require some or all of the fees which we estimate as likely to be incurred to be paid at the outset of an instruction to be held on account. We shall apply sums held on account to invoices raised by us as the matter progresses. If there are sums

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remaining on account, we will repay the balance to you or apply it to another matter on which we are instructed by you.

- 9.2 In the event that the fees and disbursements incurred for you in relation to that instruction exceed the sums paid on account, you will settle the balance immediately.

10. PAYMENT OF BILLS

- 10.1 Interim Billing - In some cases we will raise invoices at the conclusion of a transaction. However, we will raise interim bills on matters where appropriate. We may send you interim invoices, for example on a monthly basis which cover all or part of the work carried out for the period of the invoice. We are happy to discuss special invoicing arrangement as circumstances require.
- 10.2 Payment Terms - Payment is due to us on delivery of the invoice. Interest will be charged on a daily basis at 10% per annum in cases where payment is not made within 14 days of delivery of the invoice. You will be liable for any costs incurred in enforcing payment of our invoice.
- 10.3 Cease Acting - In the event of any invoice or request for payment not being met, we reserve the right to stop acting for you further. This may result in your case being prejudiced and it is therefore important that you raise any query in respect of a request for payment on account or of an invoice as soon as possible. In the event that we do stop working on any matter on the basis of unpaid fees, we shall not be liable for any loss or damage which this may cause to you.
- 10.4 We will deduct any monies you owe us in respect of any matter whatsoever from sums we hold on your behalf in that matter or any other matter.
- 10.5 We will exercise a lien over your papers for unpaid costs.

11. SUMS RECEIVED AS PART OF A TRANSACTION

- 11.1 Other than in conveyancing matters, we generally do not provide our client account for the purposes of holding sums payable to third parties, whether as part of a transaction on which we are advising, to facilitate an escrow account arrangement, a trust arrangement or otherwise. In the event that such services are required, specific arrangements and additional due diligence will be required to comply with our regulatory obligations.

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12. INTEREST PAYMENTS

- 12.1 Any money received on your behalf will be held in our client account. In accordance with the Rule 7 of the SRA Rules, we will pay you interest when it is fair and reasonable to do so in all the circumstances.
- 12.2 The interest due (if any) will be calculated on completion of the matter or on the return of monies to you and will be added to any balance due to you.
- 12.3 Our policy on the calculation and payment of interest will take account of:
- (a) the amount of money held;
 - (b) the length of time for which cleared funds were held;
 - (c) the need for instant access to the funds;
 - (d) the rate of interest payable on the amount held in an instant access account at the bank at which our client account is kept;
 - (e) the practice of the bank where the client account is kept in relation to how often interest is compounded.
- 12.4 No interest will normally be paid if the amount calculated on the balance is below £50.

13. JOINT INSTRUCTIONS

- 13.1 Each joint client irrevocably permits us to disclose to any of the other joint clients at any time any information which we would be otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends his permission during the permission of the relevant services, or if a conflict of interest arises between joint clients, we may suspend or terminate the provision of services related to that matter to one or more of the joint clients.

14. FINANCIAL SERVICES

- 14.1 The Law Society of England and Wales is a designated professional body under Part XX of the Financial Services and Markets Act 2000 (as amended) which means that TBI may carry on certain regulated activities without being regulated by the

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Financial Conduct Authority. This means that we may be able to provide limited financial services to you where such services arise out of, or are complementary to, the provision of legal services.

- 14.2 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. The contact details for the Solicitors Regulation Authority can be found in section 1 and the contact details for the Legal Ombudsman can be found at section 16 of this document.
- 14.3 The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).
- 14.4 TBI 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 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
- 14.5 Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. We do not have any voting rights or capital invested in any of the insurers we may introduce you to. You can request details of the insurance undertakings with which we conduct business at any time.
- 14.6 You hereby agree to provide us with details of any relevant existing insurance policies you may have, and you agree that we shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

15. DEPOSIT PROTECTION FOR CLIENT ACCOUNTS

- 15.1 We will ensure that funds are placed with a clearing bank which is authorised by the FCA to accept deposits and are held at a branch or head office in England and Wales unless instructed to hold the money elsewhere.

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- 15.2 All client money, whether general client funds or designated deposited funds, will be held on instant access terms unless otherwise instructed.
- 15.3 In the event of any bank with which we deposit money failing to repay money it holds we will not be liable for that loss. However, you may be protected under the Financial Services Compensation Scheme (FSCS) subject to its limits (currently £85,000 for each person). The FSCS limit applies to the individual client, and so if a client holds other personal monies in the same bank as this firm the limit applies to all funds held in the client name. Please be aware that some institutions have several brands, (i.e. where the same institution is trading under different names.) You should check either with your bank, the FCA or a financial adviser for more information.
- 15.4 Please note that from 6 April 2016 all banks and building societies will pay interest to us on our general client account, or on any deposit account we open in your name, 'gross'. This means they will not automatically take 20% in income tax from the interest earned on these accounts. Therefore, when we pay interest to you this will also be paid 'gross'. Where you owe tax on interest you receive you be required to settle this directly with HM Revenue & Customs (HMRC). For more information, for example, what to do if you've more than £1,000 of interest, go to: www.gov.uk/hmrc/savingsallowance
- 15.5 If we are holding any of your monies at the end of a matter, we will send them to you. This may be in the form of a cheque. If you do not present the cheque for clearing and we do not receive or are unable to obtain instructions from you on what to do with the monies, if the amount is £500 or less, we will consider whether it is appropriate to account for the funds to a registered charity of our choice. In most cases we will seek an indemnity from the charity. If the amount is more than £500, we will discuss with the Solicitors Regulation Authority what to do with the monies.

16. COMPLAINTS

- 16.1 We aim to provide our clients with a good quality of service. However, if you feel we have fallen short of this in any way or you have a cause for complaint, you should raise this first with the fee earner responsible for the day to day conduct of your matter. Your fee earner will attempt to settle any dispute that you may have in the first instance, however, if you remain dissatisfied, you should direct your concerns to the Head of the Department. If you are still not satisfied you should direct your concerns to Mr Nigel Broadbent who is responsible for complaints.
- 16.2 We have eight weeks to consider your complaint. If it is still unresolved at this stage you can direct your concerns to the Legal Ombudsman, who is able to investigate complaints received from both individuals and certain other small operations.

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- 16.3 Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint or within one year of the act or omission about which you are complaining occurring or (if outside of this period) within one year of when you should reasonably have been aware of it.
- 16.4 Further information on the Legal Ombudsman Scheme is available at www.legalombudsman.org.uk and the office is contactable at PO Box 6806, Wolverhampton, West Midlands, WV1 9WJ or by telephone on 0300 555 0333.
- 16.5 You have the right to challenge or complain about our bills. You have the right to apply for an assessment of our bills under Part III of the Solicitors Act 1974.

17. TERMINATION

- 17.1 You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.
- 17.2 We may decide to stop acting for you where we have good reason. We will give you reasonable notice of our decision to do so in writing.
- 17.3 If you or we decide that we should stop acting for you, you will be liable to pay our charges up to that point. These are usually calculated on an hourly basis plus any expenses incurred as set out in these Terms of Business and the accompanying engagement letter.

18. STORAGE OF PAPERS AND DOCUMENTS

- 18.1 After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will keep your file (except where you instruct us, in writing, to return papers to you) for six years after the date of our final bill for the matter but may destroy the file after this time. We will retain your personal data for a period in accordance with Law Society guidance and relevant legislation. We will not, of course, destroy any documents such as wills, deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

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- 18.2 However, we may charge you for time spent producing stored papers that are requested and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

19. EQUALITY AND DIVERSITY

- 19.1 Tilly Bailey & Irvine LLP is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. 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 reassignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality, ethnic or national origins) religion or belief, sex or sex orientation.

20. OUTSOURCING WORK

- 20.1 To ensure that work is done properly, we sometimes ask other companies or people to do work on our file including typing, photocopying, preparation of any detailed costs estimates, schedules and bills and the collation and pagination of medical records and notes including the preparation of a chronology to ensure that this work is done promptly. If you do not want your file to be outsourced, please let us know as soon as possible.
- 20.2 From time to time we may arrange for some of this work to be carried out by people not directly employed by us; such work will be charged to you at the hourly rate which would have been charged if we had done the work ourselves.

21. COPYRIGHT

- 21.1 We will retain all copyright in any document prepared by us during the course of our instructions unless specifically agreed otherwise.

22. PRIVACY

- 22.1 Our relationship with you is governed by our Privacy Notice which is available via the following link: <https://www.tbilaw.co.uk/privacy>

If you are unable to access it please contact us and we'll send you a copy.

- 22.2 We are registered as a Data Controller with the Information Commissioner (ICO) – [registration number: Z6526015]. We use the information you provide primarily for the provision of legal services to you and for related purposes including: -

(a) updating and enhancing client records;

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- (b) analysis to help us manage our practice;
- (c) statutory returns for legal and regulatory compliance.

22.3 Our use of that information is subject to your instructions, the General Data Protection Regulations 2018 (GDPR) and the Data Protection Act 2018 together with our duty of confidentiality.

23. CYBER CRIME

23.1 E-mail scams are common. Transactions involving solicitors are being targeted. We will never notify you of a change to our bank details by e-mail or telephone. If you receive an e-mail from us that looks suspicious, please contact your fee earner immediately by telephone. For payments we are to make to you, we obtain your written instructions regarding bank details at the start of your case. Any instructions to change those details will be required in writing from you.

24. MONEY LAUNDERING REGULATIONS 2017 AND PROCEEDS OF CRIME ACT 2002

24.1 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we will not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and will not be able to tell you why.

24.2 Our policy on cash receipts is that they are limited to £500. 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.

24.3 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.

25. CONSUMER CONTRACTS (INFORMATION, CANCELLATION & ADDITIONAL CHARGES) REGULATIONS 2013

25.1 If we have not met you either in person (because for example instructions and signing of the contract documentation has taken place by telephone/mail, e-mail or online – i.e. by way of a 'distance' contract) or we have taken instructions and the contract had been concluded away from our business premises (because for example we have met you at home – ie. by way of an 'off premises' contract) and the contract was entered into on or after 14 June 2014 you have the right to cancel

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this contract within 14 calendar days of entering into the contract without giving any reason.

- 25.2 The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.
- 25.3 To exercise your right to cancel, you must inform us, Tilly Bailey & Irvine LLP, York Chambers, York Road, Hartlepool, TS26 9DP Telephone: 01429 264101, Fax: 0333 444 4420 and E-mail: info@tbilaw.co.uk of your decision to cancel this contract by a clear statement (for example a letter sent by post, fax or e-mail) or you can electronically fill in and submit the Model Cancellation Form on our website www.tbilaw.co.uk If you use this option we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (for example by e-mail) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 25.4 Should you require the work to be commenced within the 14-calendar day cancellation period, you must provide your agreement to that effect in writing, by e-mail, post or fax to enable us to do so. By signing and returning a copy of the terms of business declaration 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), we will not be able to undertake any work during that period.

26. JURISDICTION AND LAW

- 26.1 These terms of business are to be governed by and construed in accordance with the laws of England and Wales. The parties shall submit all disputes arising out of or in connection to these terms of business to the exclusive jurisdiction of the Courts of England and Wales.