

**STORRAR COWDRY & CO. LIMITED –
(COMPANY REGISTRATION NUMBER 8868026)
TRADING AS STORRAR COWDRY**

TERMS & CONDITIONS OF BUSINESS

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1. INTRODUCTION

These terms of business should be read and with the covering letter ('Engagement Letter') attached. Where there is any inconsistency between these terms and the Engagement Letter, then the Letter takes priority. A list of partners is available at the registered office of the company, 16 White Friars, Chester, CH1 1NZ. We use the word "partner" to refer to a shareowner or director of the company, or an employee or consultant who is a lawyer with equivalent standing and qualifications.

2. OUR COMMITMENT TO YOU

We will:

REPRESENT your interests.

EXPLAIN to you the legal work that may be required.

KEEP YOU regularly informed of progress or if there is none, when you are next likely to hear from us.

TRY to avoid technical legal language when writing to you. Please tell us if we have failed.

DEAL with your queries promptly - for example we will always try to return your telephone calls on the same day.

3. WORKING TOGETHER

To achieve your objectives, it is important that we work with you as a team, and that any changes in your objectives are communicated promptly and clearly to us. Such changes may require amendments to the scope of the services we are providing as described in the Engagement Letter and we will issue appropriate amendments to record those changes from time to time. It is your responsibility, however, to decide the use of and the extent to which you rely on and implement our advice or recommendations.

If you suffer with any disability then please tell us so that we can assist. It may be a physical disability which prevents you coming to our office, or difficulty in reading normal sized print or dyslexia. We will then endeavour to accommodate alternative arrangements.

4. OUR SERVICES

The scope of our services is described in the Engagement Letter, as amended or supplemented from time to time. We shall not be responsible for providing any service or advice outside that scope unless we agree to do so in writing. All the work which we undertake is subject to internal review and quality assurance procedures. These procedures have been developed to ensure that the services are presented to a consistent, high standard of quality and further that we comply with the ethical codes of the Law Society and Solicitors Regulation Authority (SRA).

From time to time we may delegate tasks to suitably experienced fee earners to enable your work to be carried out in a timely and cost effective manner. Where appropriate, work may be undertaken, subject to supervision, by a suitably qualified person who is not a solicitor.

The company is registered under the Lexcel quality standard of the Law Society. As a result of this we are subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspect to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this I propose to assume that we do have your consent unless you notify us to the contrary. Please contact us if you wish this explained further or if you would like us to mark your file as not to be inspected.

5. YOUR OBLIGATIONS

To enable us to provide the services to you, you agree to provide us with all relevant information, including any matter or fact which may have any bearing on our acting for you or our provision of the services so we can consider whether it is relevant to the conduct of the matter. You are responsible to tell us of concerns which are particular to you and not of general application. It is of particular importance that:

- 5.1 You provide us in a timely manner with all instructions, information and documents required for us to carry out the services:
- 5.2 All information which you provide to us is true, accurate and not misleading to the best of your knowledge, information and belief. (This is important as we will not verify the accuracy and completeness of the information which you supply to us unless we have agreed to do so in providing the services); and

- 5.3 If there are changes to the information provided to us, you notify us immediately.
- 5.4 We shall not be responsible for any loss or damage arising from reliance on any information, or for accuracy or other defect in any document supplied by you.

6. OUR HOURS OF BUSINESS

Our normal office hours are 9.00 am, to 5.30 pm Monday to Friday, excluding bank and public holidays.

Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when it is essential.

7. MULTIPLE CLIENTS

Where we are instructed by two or more persons or if the name and signature of an authorised third party is inserted, you authorise us, if we so choose, to accept instructions given by any one of you or the authorised third party as being on behalf of all of you.

8. UNDERTAKINGS AND AGREEMENTS IN PROPERTY TRANSACTIONS

Where we are requested to give an undertaking you authorise us to make such amendments to the format as they shall require and you will not to do any act or omission which would expose us to liability that they would not otherwise have been exposed to provided that if you do you will pay to us all costs, claims and demands arising from it whilst we remain bound by the undertaking. You will sign and have witnessed any documents or act as required to perfect the title of you or your mortgagees or other lender to the property or other related security when called upon by us to do so and you further agree with us that you will comply with all requirements and conditions of your lender. You will also reimburse us for any loss or liability incurred by us in respect of any acts or omissions by you as a result.

9. FEES AND EXPENSES

MINIMUM FEE - £500.00 PLUS VAT

We charge a minimum fee of £500.00 plus VAT in relation to any matter upon which we are instructed, other than those specified below. This fee covers the initial attendance to obtain instructions; preliminary advice; the preparation and delivery of an appropriate Engagement Letter and the administration to open the file ensuring compliance with the statutory and professional regulations with which we must comply including certifications, conflict checks and risk assessments. The only exceptions to this are as follows:-

- Where we have agreed in advance to provide initial advice on a matrimonial matter in a 30 minute appointment free of charge;
- Where we have agreed a fee in advance for the preparation of a simple document at a lesser figure;
- Where we have agreed in advance to prepare a Deed of Declaration of Trust of property at a lesser figure.

Our fees will be charged on the basis set out in the Engagement Letter or, if not so set out, on the basis of any other written or verbal agreement made between us, In cases where our charges are based on hourly rates, unless otherwise agreed, our rates are subject to review from time to time and we will keep you informed of any changes which are made.

Onboarding Fee – There will be an on boarding administration fee charged of **£25.00 plus VAT** for every new client entered upon our systems. This is a one off charge and will not be charged again if you return to us with further work. If you are a limited company then the on-boarding fee for registering the company as a client will be £50.00 plus VAT.

If it is necessary for us to travel on your behalf the mileage will be charged at **£0.45** per mile in addition to travelling time and expenses such as train fares, air fares, car parking and tunnel fees.

You will pay to us on request disbursements paid, or to be paid by us, if they are required, such as: Barristers' fees, Accountants' fees, Official and Personal Search fees, Stamp Duty Land Tax, Water Authority fees, Land Registry fees, Land Charges Department fees, Commissioners fees, Title Indemnity Policy premiums, Bank or Solicitors charges for the special clearance, stopping or representation of cheques (£12.00 plus VAT) or telegraphic transfer fees Company search fees, landlords' and managing agents or their solicitors' fees, mortgagees' fees, separate mortgagees' solicitors' fees, local authority fees, payments on account of costs and expenses and any other monies paid or to be paid by Storrar Cowdry on your behalf. We are authorised to conduct Local Authority Searches and Enquiries, Coal Reports, Environmental Searches, Cheshire Brine Searches, Tin Mining, Commons Search and any other search using either their own staff or agency staff or outside organisations. The amount payable by you in respect of such searches shall be the same as the official search fee. Our charges for any abortive or additional work carried out by us will be a proportionate part of the fee estimated for work carried out up to the termination of our retainer. The estimate of fees, VAT, expenses and third-party payments are given in good faith, at current rates and on the basis of information supplied to us by you; they are subject to variation by statutory and other bodies without notice.

10. ADDITIONAL FEES

We are authorised and reserve the right to make a charge for any additional work which may in our opinion be required in your interest, or where the matter proves to be complex or more time-consuming than expected, such as in property transactions dealing with unregistered title and application for first registration of title, contract races, postponing or dealing with late completion, following the loss of postal items whilst in transit, or where we are expected to communicate with third parties or intermediaries or where the seller does not have representation by a solicitor or licensed conveyancer or where the transaction proves to be of an undisclosed leasehold property when the estimate of fees was given for a freehold property. The rate of charge for additional work if the matter does not proceed in a normal manner will be at the current hourly rate with each letter, e-mail or phone call charged at one-tenth of the hourly rate, all subject to VAT. You shall also pay to us the costs of couriers, recorded, registered or special deliveries postage and non-UK postage, telephone and facsimile transmission charges. We shall not be obliged to accept instructions to complete in five working days or less from exchange of contracts.

11. BANK (TELEGRAPHIC TRANSFER) FEE

Our bankers fees are £12.00 plus VAT and this will be itemized on your invoice. The additional costs charged reflect the additional work done to administer and effect the telegraphic transfer with the bank. Again this is itemized on the Engagement Letter.

12. INVOICING ARRANGEMENTS

It is our practice to ask our clients for payment before work starts on the file and a sum to cover anticipated disbursements (payments we have to make to third parties, such as a court fee) at the start of the case and then for us to deliver accounts on a monthly basis based on an hourly charge as set out in the Engagement Letter, unless a fixed fee has been agreed. Our invoices should be settled within 14 days. In relation to invoices that are not paid within 28 days, interest will be charged at 12% (simple interest) per annum on a monthly basis. This includes accounts being paid by instalments unless this is waived by us and agreed in writing. Interest will continue to be charged if a Court Order for payment of the account is obtained until full payment is received. We are sure that you will understand that in the event of a payment not being made we reserve the right to decline to act any further and that the full amount of the work concluded to that date will be charged to you. Please note that where the work is charged by time the detailed time recordings may state a date when the time was logged onto the computer system and which may not correspond to the date when the work was actually undertaken.

All invoices delivered are due for payment within 14 days.

We reserve the right to cease work upon your file for non-payment of outstanding invoices whether final or interim.

In property transactions you confirm that all monies required in connection with a purchase will be available when requested. You agree that we shall not be obliged to complete the purchase unless our fees and expenses are paid in full and cleared in our bank account one working day before completion and we shall not be responsible for any loss or expense consequent on our ceasing to act in such circumstances. We will not pay out cleared funds where monies have not been cleared in our client account.

13. PAYMENT OF FEES/INVOICES

Payment can be made as follows:-

- a) Cheque
- b) Credit Card
- c) Standing Order if agreed in advance
- d) Cash – if less than £750.00
- e) Bank loan/litigation loan
- f) Debit Card
- g) Transfer from your bank account.

Payment can be made through our Web Site www.storrcowdry.com using Worldpay.

For the protection of clients, all solicitors and Accountants must operate a money laundering reporting procedure. In certain circumstances, information will be revealed by us to the appropriate authorities in relation to any suspicion of money laundering. Please see paragraph 16 below for further details.

14. COURT AWARDED COSTS

We should explain to you at the outset:-

- (a) That you are, in any event, personally liable for payment of our invoices in full, regardless of any order for costs made against your opponent;
- (b) That if you lose your action you will, in all probability have to pay your opponent's costs as well as your own;
- (c) That if you win your case, it may well be that you will be entitled to the payment of your costs by some other party. However, it is rare for the system of "assessment" of costs, as it is known, to result in the other party having to pay anything like the full amount of your

costs. This is a complex subject which we shall be happy to explain further if you wish. In the event that you are successful and the costs of the matter fall to be paid by the other party, we will be able to claim interest on those costs to be paid as from the date on which the order for costs was made.

- (d) That if your opponent is ordered to pay part of your costs, he/she may not be capable of paying what he/she has been ordered to pay; and
- (e) That if your opponent is Publicly Funded (Legal Aid) you may not recover your costs even if your claim is successful.
- (f) In family cases it is rare for Courts to make cost orders. It is usual for each party to pay their own legal costs.

15. MONEY LAUNDERING PRECAUTIONS

Like all solicitors, we are now required by law to apply procedures to guard against the risk of money laundering. It will help us to avoid any problems with your legal work if you bear in mind the following points:-

i) Proof of Identity

The law requires solicitors as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their clients. We would be grateful therefore if you would provide us with either of the following:

- your current photocard driving licence, correctly showing your current address, or
- your passport, **plus** an item of evidence to prove your address, such as a recent utility bill, recent council tax demand, bank or credit card statement.

OR

ii) Electronic Verification

We use a third party company called SmartSearch who will do full I.D. checks, anti-money laundering (AML) checks and politically exposed person (PEP) checks. We will require your mobile telephone number if you are using a Smartphone. They will send you a text with instructions as to how to use your phone to capture your identification. The results will then be forwarded directly to us.

It is a condition of us continuing to act that that you consent to us doing so, on your behalf and of the other owners.

Please do not send us any funds until the identification procedures have been carried out.

iii) Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential.

iv) Funds

Source of funds: At the start of any matter we will normally ask you to tell us the source of any funds you will be using. It is simplest for us if the source is an account, in your name, in a UK bank or building society. If the source is an unusual one, such as an account in another country, or in the name of someone other than yourself, please tell me as early as possible, including the reason.

Destination of funds. Where we are to pay money out to you, we will normally do so by cheque in your favour, or into an account in your name. At the start of any matter we will ask for your bank account details and any surplus monies not required for your transaction or in payment of our invoices will be transferred to into that bank account. You may be asked for a Secret Word at the start of the matter so that if you telephone us at a later stage changing your instructions with regard to the account into which any monies due to you are to be paid we can identify you. This is to protect you from certain aspects of cyber crime where your e-mails are hacked into prior to completion of a matter with the fraudsters then e-mailing us with false bank account details i.e. their own!

Under guidance issued by the Law Society we are required to verify the identity of all new clients. It is a condition of accepting new instructions that clients provide the solicitors with evidence to verify their identity and the source of their funds. If insufficient evidence is provided to verify your identity and the source of your funds within 14 days of receipt of the Engagement Letter, we reserve the right not to accept or to terminate instructions. The guidance is that all solicitors comply with the provisions as required by regulation 18(1) of the Money Laundering Regulations 2017, the Criminal Justice Act 1993 and the Proceeds of Crime Act 2002 and this firm has taken appropriate steps to identify and assess the risks of money laundering and terrorist financing to which its business is subject. In order to do so the solicitors are obliged to keep records of the evidence of the client's identity for at least five years. In order to comply with the relevant money laundering legislation we may be required to report to the appropriate authorities any knowledge or suspicion that your funds, or any funds provided for, or on your behalf, derive from the proceeds of crime or terrorist activities. It is an offence if a person knows or suspects that such a report has been made and then makes a disclosure which is likely to prejudice any investigation which is likely to be conducted following the report. We expressly exclude liability where a client suffers loss (both because of the delay in payment, and also because of our refusal to

provide information as to why we are refusing to carry out your instructions).

16. FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) AND COMMON REPORTING STANDARDS

16.1 Unless agreed specifically in a separate Engagement Letter, we are not responsible for your compliance with the *International Tax Compliance (United States of America) Regulations 2013*, produced as a result of FATCA. In particular, we are not responsible for the categorisation of any UK entity into either a Financial Institution or an active or passive Non-Financial Foreign Entity nor, if a Financial Institution, for its registration with the US Internal Revenue Services (IRS) and subsequent submission of the required annual returns to HM Revenue & Customs.

16.2 However, if appointed as Trustees we will complete any necessary forms supplied by Financial Institutions under these Regulations, or under Common Reporting Standards, and used by them to determine the status of an entity.

17. LAW SOCIETY'S CONVEYANCING PROTOCOL (Property Transactions)

We are authorised to adopt all or part of the Law Society's Conveyancing Protocol. We are authorised to disclose to and seek approval from your lender (if any) upon any matter, which, in our opinion, ought to be brought to the lender's attention. We are authorised to discuss your transaction with involved parties such as estate agents, introducers or brokers. You may at any time revoke these authorities by notice in writing. If you decline to give any such authority you accept that we may cease acting in such circumstances. You (not being a builder or developer) consent to us through the same or any other of their branch offices acting for the seller with whom you intend to contract provided that a different representative within Storrar Cowdry shall represent that other party and that there shall be no conflict of interest. Where you are purchasing the property and we are dealing with the property selling and/or acting for the sellers you hereby give consent to the arrangement upon the understanding that if a conflict of interest arises Storrar Cowdry will cease to act for both you and the seller. You are aware that the seller has a financial interest in the sale going through.

18. PROFESSIONAL INDEMNITY INSURANCE

We hold professional indemnity insurance up to a maximum of £10,000,000 per claim with worldwide territorial coverage. Our insurer is W R Berkeley Syndicate Management Limited, 14th Floor, 52 Lime Street, London EC3M 7AF. This clause does not affect your other statutory rights. If you require further information regarding our Professional Indemnity Insurance then a request can be made to the Managing Partner of the

company.

19. DATA PROTECTION

Under the Data Protection Act 2018, you are entitled to a copy of your personal information held by us.

We will hold and process your personal information by computer or otherwise. We may from time to time use these details to send you information which we believe may be of interest to you.

We may use your personal information and disclose it:

To our insurers, sub-contractors and persons acting as our agent

To our suppliers, to the extent that they need your personal information to provide their products and services to you.

To other third parties, for the purpose of providing benefit or interest to you with your consent or if we are required or permitted to do so by law.

A full copy of our Privacy Policy will be attached to these Terms and Conditions of Business and can also be viewed on our website.

20. CLIENT MONIES

20.1 Any monies paid to us in advance of the conclusion of any matter, on account of our fees or expenses or as a security deposit, will be held in a client account, separately from Storrar Cowdry's own monies.

20.2 You are entitled to interest on any monies which are held by us in accordance with the SRA Accounts Rules 2019 except we shall not be liable to pay any sum in the event of the interest calculated being less than £50.00.

20.3 Monies deposited with us on account of future fees and expenses (including accrued interest) will be available to us to transfer and use the same in payment of our invoiced fees and expenses.

20.4 In accordance with good practice, we may apply for mortgage advance monies to be received into our client account one working day before completion in order to prevent any unforeseen delays on the actual day of completion. This may result in you being charged interest by your lender from the day the monies are received by us.

21. OUR POLICY ON PAYMENT OF INTEREST ON CLIENT MONEY

Where we hold money in a client account for a client, or for a person funding all or part of the client's fees, or for a Trust, we must account to

the client or that person or Trust for interest when it is fair and reasonable to do so in all the circumstances. Our policy on the payment of interest seeks to provide a fair outcome. We have decided that we will account to the client for interest received on monies held in client account for more than 14 days at the rate of **0.75% p.a.** if the amount of interest calculated on the balance held is £50.00 or more. However, in the event that the Bank of England Base Rate falls and is or is below **1.00% then no interest will be paid on client account from that date.**

22. CONFIDENTIALITY

22.1.1 We will treat all information which is provided to us by you or on your behalf for the purposes of the work we have been asked to do as strictly confidential and we will not use or disclose this information except for the purpose of carrying out the work you have asked us to do (which you acknowledge may require us to disclose information to third parties, including your other advisers). This obligation will not apply to any information which is in or comes into the public domain otherwise than as a result of a breach by us of these terms, nor does it apply to information which is already lawfully in our possession at the time it is communicated by you to us.

22.1.2 Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception. Recent legislation and Law Society guidance on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits "tipping-off". By instructing us you consent to such disclosures being made.

22.2 Disclosure

Notwithstanding clause 22.1.1 we will be entitled to disclose confidential information relating to or belonging to you to:

22.2.1 our professional indemnity insurers;

22.2.2 our auditors and any other professional advisers appointed by us from time to time;

22.2.3 any other third party to the extent that this is required by law or regulation;

22.3 Clauses 22.1 and 22.2, 21.3 and 28 will continue in force beyond the termination or expiry of the work.

23. TAXATION MATTERS INCLUDING FOREIGN PROPERTY TAX MATTERS

We do not give tax advice and will submit your SDLT/LTT property purchase return as either Standard or Higher Rate Tax based on the information you provide to us. It is your responsibility to ensure that the information we are given is correct for your tax situation. If you believe you are entitled to claim SDLT/LTT relief such as Multiple Dwelling Relief or Mixed use you should take specialist tax advice from your own tax adviser or accountant well in advance of the transaction to confirm and provide us with the required confirmation from that specialist so we can amend your Tax Return for you, if appropriate.

24. ELECTRONIC COMMUNICATION

24.1 E-mail

You agree that we may communicate with you by e-mail sent without encryption over the internet. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments, nor shall we be responsible for the effect on any computer system (or any loss or damage arising from any such effect) of any e-mails, attachments or viruses which may be transmitted by this means (save to the extent of that this is caused by our negligence or willful default). You are advised to virus-check all e-mails before opening. We are happy to deal with you by e-mail but so long as you appreciate that the mail could be read by Google/Yahoo/Hackers etc., as the data is then out of our control.

25. RETENTION AND DEPOSIT OF DOCUMENTS

25.1 It is our policy to archive files and documents for a period of 6 years in contentious matters (i.e. court related or disputes with another party) and 12 years in non-contentious matters, save and except sales of registered property which will be 6 years and 15 years in respect of unregistered property whether bought or sold, after they are regarded as closed by us. Files related to instructions for Wills shall be kept for 6 years after the death of the Will-Maker). We accept no responsibility or liability, however, for any loss or damage caused by our failure to retain files and/or documents for any period after such closure and are authorised by you to destroy the files and/or documents after such time. We will not destroy documents we agree to hold in safe custody.

25.2 After completion of the work, you agree that we shall be entitled to retain and use for our own purposes copies of all files and documents created and received by us during the provision of our services.

25.3 You agree that we shall be entitled to retain all files and documents created and received by us during the provision of our service to you until our fees and expenses have been paid in full.

26. RETRIEVAL OF FILES

You agree that if information is required from a file which has been archived or if you require your file or such part of it as you are entitled to be forwarded to you, we shall be entitled to make a charge of £50 plus VAT for retrieval.

27. INTELLECTUAL PROPERTY RIGHTS

Storrar Cowdry retains all copyright, database rights and other intellectual property rights in all works and other things developed, designed, generated or created by us in the course of our providing the services to you (either before the commencement of or during or after the completion of the provision of the services) including systems, methodologies, software, know-how, documents and working papers. For the avoidance of doubt, Storrar Cowdry also retains all copyright, database rights and other intellectual property in all reports, written advice, documents and all other materials provided by us to you.

28. LIABILITY

28.1 Duty of care

We will use all reasonable skill and care in the provision of our service to you.

28.2 Current law

Our services are provided in accordance with:

28.2.1 our understanding of current professional practice and guidelines; and

28.2.2 the proper interpretation of the law, court decisions and regulations in existence on the date on which advice is provided.

It is possible that changes in the law and its interpretation may occur before our advice is acted upon. Storrar Cowdry cannot accept responsibility for any changes in the law or its interpretation which occurs subsequent to our advice being delivered to you or which could not reasonably be known by us at that time.

28.3 Drafts

Any draft document which we provide will not constitute our definitive Opinion.

28.4 Exclusion and limitation of liability

The Services are provided to and for the benefit of you as our client and you alone. Storrar Cowdry accepts liability to you, and you alone. Storrar Cowdry shall not be liable to any other person as a result of you communicating our advice to them. You agree that you will not communicate our advice to any other person without our written consent. You agree that you will indemnify us and each Partner in Storrar Cowdry against any liability incurred in any action brought against us and/or Storrar Cowdry employees as a result of you communicating our advice to any other person without our consent.

Our responsibility only extends to the advice and services we provide on matters on which you have actually instructed us. If you require advice on tax issues, or the taxation consequences of any proposals we recommend that you seek the advice of a suitable expert (ie an Accountant).

We are not advising on the commercial viability or suitability of any proposals and that is a matter upon which you should obtain suitable expert advice.

We do not advise on environmental matters although we may carry out an environmental search we are not qualified to advise on the results. If you have any queries or concerns on environmental matters or on the result of any surveys and inspections or searches carried out on the property you should refer your query to a suitably qualified Surveyor.

We recognise that, if you suffer loss as a result of any act or omission by us we may incur liability to you. Our liability to you arising from our deliberate fraud or reckless disregard of our professional obligations shall not be restricted by any provision in the Engagement Letter nor shall anything in the Engagements Letter exclude our liability to the extent prohibited by law or regulation in the case of a contentious business agreement. With those exceptions, our liability shall be subject to the following:

- 28.4.1 We shall not be liable in any circumstances for any loss, damage, cost or expense arising from any dishonest, deliberate or reckless misstatement, acts or omissions concealment or other conduct on the part of any other person;
- 28.4.2 We shall not be liable for any indirect or consequential loss or damage suffered by you arising from or in connection with the Services without prejudice to the generality of the foregoing, loss of profits, loss of goodwill or loss of opportunity;
- 28.4.3 We shall not be liable for any loss, damage, cost, expense or delay suffered by you arising from or in connection with any communication by them or as a result of us complying with our

obligations under the provisions of Criminal Justice Act 1993, the Proceeds of Crime Act 2002 and/or The Money Laundering Regulations 2017.

28.4.4 The aggregate liability of Storrar Cowdry in any circumstances whatsoever, whether in contract, tort, statute or otherwise, and howsoever caused (including our negligence), for loss or damage arising from or in connection with the Services shall be limited to the sum specified in the Engagement Letter, or, if no sum is specified, the sum of **£5,000,000**;

28.4.5 Without prejudice to the earlier provisions of this clause, you agree that Storrar Cowdry alone will be responsible for the provision of the Services and that you will not bring any claim in respect of or in connection with the Services (whether in contract, tort, under statute, or otherwise) against any Partner in Storrar Cowdry.

28.5 **Proportionate liability**

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you in respect of or arising out of the retainer will not exceed the aggregate amount for which Storrar Cowdry would otherwise have been liable after deducting any amount which we would have been entitled to recover pursuant to the Civil Liability (Contribution) Act 1978, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

28.6 We will be liable to you for losses, damages, costs or expenses ("losses") caused by negligence, breach of contract, fraud or wilful default subject to the following:-

- (a) we will not be liable if such losses are due to the provision of false, misleading or incomplete information or documentation or to the acts or omissions of any person other than ourselves;
- (b) the aggregate liability, whether to you or any third party, of whatever nature whether in contract, tort or otherwise of ourselves for any losses whatsoever and howsoever caused by or arising from dealing with a case shall not exceed (including interest) the level of the loss up to an amount of **£5,000,000.00**.

Where any losses are suffered by you for which we would otherwise be jointly and severally liable with any third party, the extent to which such loss shall be recoverable by you from ourselves, as opposed to the third party, shall be limited so as to be in proportion to our contribution to the overall fault for such damage or loss, as agreed between the parties, or in the absence of agreement, as finally determined by the court.

29. FINANCIAL SERVICES

During the course of your transaction it may be necessary for us to arrange, on your behalf, After the Event Indemnity Insurance cover, defective title insurance for example, if there is a missing Ground Landlord, or for the sake of expediency on a remortgage transaction, we may wish to arrange No Local Authority Search Insurance. These are regulated activities as defined by the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

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.

Sometimes conveyancing work involves investments. As Storrar Cowdry are not authorised by the Financial Conduct Authority we may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to the investments provided they are closely linked with the legal services we are providing to you.

30. SOURCE OF FUNDS

If we are not entirely satisfied as to the source of any funds that are received via this office and you cannot produce any documentation that we request to satisfy ourselves in this regard, we reserve the right to terminate the work. We also reserve the right to delay the transaction if there is a sudden change to the source or destination of the funds at the last minute. If any funds are being transferred from a third party (including a friend or relative) please inform us immediately. Any third parties must comply with the identification requirements mentioned above. If we are not satisfied as to the identification of the third party we reserve the right to terminate the work. If payment is made by cheque, we must be in receipt of this 10 working days prior to us drawing on it. You accept that you are liable for any consequence of such delay and that liability does not attach to Storrar Cowdry for any loss that may occur in this event.

31. THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

If we have not met you to receive your instructions such as where you give these by telephone, post, fax or electronic communication, the contract between you and us only commences when you have signed and returned the Engagement Letter (and our sale, purchase or remortgage particulars

in property matters), together with the proof of identification. You agree (to the full extent that the law permits) that the work is being carried out for you on a customised basis at your request and the time for cancellation of your instructions is limited to a maximum of 14 days. Notice of Cancellation of our instructions must be communicated to us in writing at this office address before it is effective. You agree to us commencing the work immediately before the end of the 14 days cooling off period which begins on the day you receive this notification. You agree that any expenses you pay for and instruct

us to incur on your behalf are non recoverable from us or others once they have been incurred whether or not the transaction proceeds and whether or not you subsequently seek to cancel your instructions.

32. OTHER PROPERTY RELATED MATTERS

It is your responsibility to check plans to confirm your own satisfaction with them. You take all responsibility for plans and you should check the location compared with the plan, buildings and architectural matters. We do not visit the property and so you take full responsibility for all the above. We do not normally make a local search against adjoining or adjacent property, we only apply for searches in respect of the property which you are purchasing, if you wish us to make enquiries regarding surrounding land please let us have details so that separate enquiries may be made. If you require this, please make a written request. If you are dependent on sale proceeds for the transaction, you should consider taking out insurance on the life of other parties to the transaction. We do not advise on rights of way, services, subsidence, heave or landslip. Please draw attention specifically to any such rights you need or require for the use of the property. Please note that if you are selling a property you guarantee that there are no charges or encumbrances on the property other than those, which you expressly disclosed to us. We do not advise on the implications of documentation unless specifically requested in writing.

33. LIFETIME ISA/HELP TO BUY ISA

33.1 If you intend to use funds held in the investment accounts above or similar in a property purchase transaction, it is your responsibility to:

- contact the Provider and give notice of intention to close the account;
- complete your part of the forms supplied by the Provider and deliver the same to us, together with the part of the forms for completion by us in good time for us to process and deliver the forms to the Provider at least 30 days before the date set for completion of the property transaction.

33.2 We shall not be responsible for any loss or damage arising from any default or delay on your part in dealing with and providing the documentation set out in clause 33.1 above.

34. ACCESSING OF DOCUMENTS IN FAMILY FINANCIAL/DIVORCE MATTERS ONLY

Please note you should not access any documents belonging to your spouse/partner which could result in not only civil proceedings being taken against you but also criminal proceedings following a decision in the case of “Imerman”.

35. LIMITED COMPANIES

When instructed to act on behalf of a Limited Company we may require a Director and/or controlling shareholders to sign a form of personal guarantee in respect of the charges and expenses of this company. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges and expenses as set out earlier.

36. MORTGAGE ARRANGEMENTS

- You understand that you have a duty of care to your mortgage lender and you authorise us to disclose to them any information they require which is held by us regarding your proposed borrowing.
- If you are repaying an existing mortgage you should be aware of any redemption fees or penalties for early repayment and notify us as soon as possible.
- You must ensure that you fully understand the terms and conditions as contained in your mortgage offer. If you have any queries you should immediately contact your financial advisor before contracts are exchanged.

37. RAISING QUERIES OR CONCERNS WITH US/COMPLAINTS HANDLING

We are confident of providing a high quality of service in all respects. However, should you have any queries or concerns about the work undertaken on your behalf or our invoice, please do not hesitate to contact us. If we are unable to resolve the problem to your satisfaction or you would prefer not to speak to the solicitor that acted for you then you may raise any query with our Complaints Officer, Darlene Storrar, who will provide you with a copy of our Complaints Procedure.

You have the right to complain to the Legal Ombudsman at the conclusion of the complaint process.

You have the right to complain to the Legal Ombudsman at the conclusion of the complaint process and there are strict time limits:-

- This is to be done no later than 12 months of the date of the act or omission about which you are concerned.

OR

- Within 12 months of you realising there was a concern.

AND

- You must refer your concerns to the Legal Ombudsman within 6 months of our final response to you.

The Legal Ombudsman can be contacted at PO Box 6806, Wolverhampton, WV1 9WJ or www.legalombudsman.org.uk or telephone 0300 555 0333. Their e-mail address is enquiries@legalombudsman.org.uk.

There may also be a right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974 and that if all or part of a bill remains unpaid the company may be entitled to charge interest.

All firms of solicitors are obliged to resolve problems which clients may have with the service provided. It is therefore important that you immediately raise any concerns you may have with me. This company values you and would not wish to think you have any reason to be unhappy with the service provided.

38. TERMINATION

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your documents and paper 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.

If we decide to stop acting for you, for example if you do not pay an interim bill or comply with a request for payment on account we will tell you the reason and give you notice in writing. This would mean you will need to instruct another firm to act on your behalf to finalise/conclude the matter and we will remove ourselves from the court record as acting for you if court proceedings are in progress in a contentious matter.

39. APPLICABLE LAW AND JURISDICTION

This contract will be governed by and interpreted in accordance with English law.

You irrevocably agree that the English courts shall have exclusive jurisdiction over any dispute which may arise out of or in connection with this contract.

40. SUBCONTRACTING

In appropriate circumstances we will use third parties to assist us in providing any part of the services. Any reference to our employees in this contract includes these third parties.

41. FORCE MAJEURE

Neither you nor Storrar Cowdry can be held liable for any delay or failure to fulfill our respective obligations under this contract as a result of causes beyond our reasonable control. Such causes include, but are not limited to, fire, floods, acts of God, acts and regulations of any government or supranational authority, war, riots, strikes, lockouts and industrial disputes.

42. WAIVER

Any delays in enforcing the terms of conditions of this contract will not affect or restrict any of the rights and powers arising under this contract. Either party will only be taken to have released its rights under this contract if it has confirmed such release in writing to the other.

43. THIRD PARTY RIGHTS

A person who is not party to this contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 nor otherwise enforce any term of this contract.

44. EQUALITY AND DIVERSITY

This company is committed to equality and diversity and our equality and diversity officer is Darlene Storrar. If you require to see a copy of the policy then please contact the fee earner dealing with your matter and a copy of this policy will be forwarded to you.

45. NOTICES

Any notice or other communication to be given under this contract shall be given in writing and delivered by prepaid first class post (or pre-paid overseas equivalent) to, or by hand at, our respective addresses appearing in the Engagement Letter (or such address as may have been notified in writing). Notices shall be deemed to be given in the case of delivery personally on delivery and in the case of posting (in the absence of earlier receipt) 48 hours after posting (or 6 days if sent by overseas first class post equivalent).

46. FINANCIAL SERVICES COMPENSATION SCHEME

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money. We currently hold our client account funds with Virgin Money. The £75,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £75,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, with effect from 3rd July 2015, the FSCS will provide a £1,000,000 protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk.

In the event of a bank failure you agree to us disclosing details to the FSCS.

47. QUALITY STANDARDS

This company is accredited with the Lexcel Standard and is therefore subject to an annual assessment. Unless we hear from you to the contrary we will assume that you consent to the Lexcel Assessor reviewing your file.

48. ANTI FRAUD MEASURES

We will not provide or accept changed bank details that you gave to us at the start of the matter, or confirm existing ones, unless in person and that any such request will be independently validated as part of our company's anti-fraud measures.

49. CYBERCRIME WARNING

To reduce the likelihood of fraud, it is our policy not to accept bank details by email, nor will we provide ours by this method. You should not trust any email requesting that funds be sent elsewhere. Do not transfer any funds without first speaking to the lawyer handling your matter. We will not be liable for any money sent to a wrong account.