Terms of Business

The detailed terms of our engagement follow and they will apply to the matter referred to above, and in the absence of any other agreement on terms of business to any other matters you may instruct us on.

1 YOU AS OUR CLIENT

The legal services we provide are provided solely for your benefit and for the purpose for which you have instructed us. They may not be relied upon by any other person or for any other purpose without our prior written agreement.

If we agree to provide legal services to or for the benefit of any other person at your request (Associated Person), including any group companies if you are a company, you agree either that these Terms of Business apply to the provision of such services (where you have authority to retain us on the Associated Person's behalf) or you agree to procure that the Associated Person will accept and comply with these Terms of Business.

2 OUR RESPONSIBILITIES

2.1 During the course of working with you on your matter we will:

2.1.1 treat you fairly and with respect;

2.1.2 communicate with you in plain language;

2.1.3 review your matter regularly;

2.1.4 advise you of any changes in the law that affect your matter; and

2.1.5 advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.

2.2 If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.

2.3 Unless otherwise agreed in writing, our advice and any documents we prepare:

2.3.1 are for use only in connection with the specific matter on which we are instructed, can only be relied on by you and we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you; and

2.3.2 reflect the law in force at the relevant time.

3 YOUR RESPONSIBILITIES

You will:

3.1 provide us with clear, timely and accurate instructions;

3.2 provide all documentation and information that we reasonably request in a timely manner; and

3.3 safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party, and

3.4 not do anything or omit to do anything that is likely to bring us or our business into disrepute or that could damage our reputation or any aspect of it.

4 LIMIT OF LIABILITY

4.1 It is a condition of our engagement that our maximum aggregate liability to you in this matter will be as set out on the Key Terms document that we sent you. . If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

4.2 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 profit or opportunity, loss of or corruption to data, harm to reputation or goodwill. We shall not have any liability to any person who is not our client unless we expressly agree otherwise.

4.3 Acuity Law Limited is a limited company. This means that the firm's shareholders, directors and employees are not personally liable for any acts or omissions by the firm, unless the law requires otherwise. In instructing us to act for you on the basis of these Terms of Business, you acknowledge and agree that any claim that you may have will be against Acuity Law Limited and not its' shareholders, directors and employees. This does not limit or exclude liability of the firm for the acts or omissions of its shareholders, directors and employees.

4.4 If we are acting for more than one client in a single matter, this limit of liability applies to the total of all claims that may be made against us by all of you and not separately to each of you or each separate incident of loss or damage.

4.5 We can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by negligence.

4.6 Please ask if you would like us to explain any of the terms above.

5 REGULATED SERVICES

5.1 Acuity Law Limited is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN (the SRA). Our SRA authorisation number is 560442.

5.2 This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website www.sra.org.uk or by calling 0370 606 2555.

6 OUR ADVICE

Our advice to you relates to the specific circumstances that you have instructed us to act for you. Our advice will be based on our understanding of the law and practice at the time we provide it. You must not rely on our advice in different circumstances or at a different time to when we provide it. Unless we agree otherwise, we will not be under any obligation to update our advice to take account of any changes in law or practice that may subsequently affect our advice to you.

7 FEES AND OTHER COSTS

7.1 In the absence of any alternative agreed fee agreements we will charge based on time incurred and by reference to the hourly rates set out.

7.2 Time incurred may include meetings (with you and any third parties), time spent travelling, considering, preparing and working on papers, file opening and compliance procedures, attending court (if relevant),

legal research, correspondence (including emails) received and sent, preparing attendance notes, making and receiving telephone calls and preparing and providing copies of documents for you.

7.3 Short letters and routine phone calls are charged at 1/10 of an hour (six minutes). All other work is timed in six minute units and charged at the relevant hourly rate.

7.4 We reserve the right to increase the hourly rates or any fixed fee if the work done is particularly complex or urgent, or the nature of your instructions means that, through no fault of our own, we have to work after 7pm or over the weekend.

7.5 We will review our hourly rates on a periodic basis. We will give you advance notice of any change to our hourly rates.

7.6 We will add VAT to our charges at the prevailing rate.

7.7 If we have agreed a limit on the amount of costs that we will incur without recourse to you then that limit covers our charges and disbursements only; it does not cover any costs that you may have to pay another party and it does not include VAT. We will contact you if and when this limit is reached, to discuss and agree further costs.

7.8 Work will be allocated to team members with the most appropriate level of expertise and experience. This helps ensure that all work is carried out on the most cost effective basis possible.

8 FIXED OR CONTINGENT FEES

8.1 Where we agree a fixed fee arrangement and:

8.1.1 you expect us to carry out major chasing and reporting back; and/or

8.1.2 the transaction or matter, through no fault of ours, extends beyond the original timescale contemplated by you in our instructions; and/or

8.1.3 the key documents change,

then any work required to deal with such matters will be considered as outside our agreed scope of work and we may charge in addition for this work.

8.2 In the case of a fixed or capped fee arrangement there is an assumption that the actual blended average rate between all qualified fee earners (so including assistant solicitors, associates and partners) working on the matter or transaction in question will not be below the rate specified in the Key Terms (our "**Cost Rate**") and in the event that the time incurred on a matter or transaction gives a blended average rate that is below our Cost Rate then we reserve the right to increase the capped or fixed fee to such a level that will enable us to recover our Cost Rate.

9 DISBURSEMENTS AND CHARGES

9.1 By instructing us you authorise us to incur such disbursements on your behalf as we consider necessary. However, we will consult you before incurring any significant disbursements and we reserve the right to request you to make a payment on account of disbursements incurred or to be incurred where we believe it is reasonable to do so.

9.2 If we need to send money to you or a third party quickly we will generally send it by electronic means (telegraphic transfer or BACS), unless we agree a different method with you. There will be a bank charge for each electronic payment we send.

9.3 Should your matter require the instruction of a barrister then we will require the barrister's fee to be paid to us on account before they are instructed. Agreed fees or quotes for the proposed work will be obtained prior to any formal instruction and agreed by you. Once we are placed in cleared funds the money will be held in our client account pending the raising of the barrister's fee note and may be used by us to settle the barrister's fee following presentation of an invoice.

9.4 In relation to expenses, we reserve the right to levy a charge of 2% of our fees (which will cover any actual cost to us and an administration charge). Such expenses may include travelling, online meeting and webinar services, providing data on electronic media, routine postage, telephone calls and incoming and outgoing faxes.

9.5 We attach at Annex A, a list of our standard charges which will be charged in addition.

9.6 Although we try to include all disbursements and charges in our final invoice, there may be times when we receive invoices for disbursements some time later. If this happens, we will submit a supplemental invoice to cover them.

10 PAYMENTS ON ACCOUNT

10.1 We reserve the right to request you to make a payment on account of fees, disbursements and expenses incurred or to be incurred where we believe it is reasonable to do so. Should you refuse to comply with such a request or fail to make that payment within a reasonable time then we may terminate our engagement.

10.2 Our final bill may be higher than the amount you have paid on account. Money paid on account which is not subsequently required for fees, disbursements or expenses will be refunded to you.

11 OUR BILL

11.1 You are liable to pay our legal costs. If we are acting for more than one client in a single matter, then unless we agree otherwise in writing, each client will be jointly and severally liable for the payment of our costs.

11.2 We will bill on a monthly basis unless we agree otherwise with you.

11.3 If a third party agrees to be responsible for some or all of our fees, disbursements or expenses and payment is not made in accordance with these Terms of Business, you will be responsible for paying to us any outstanding amount.

11.4 Payment is due on receipt by you of our bill. We may charge interest on overdue bills at the rate for the time applicable to the Late Payment of Commercial Debts (Interest) Act 1988 which is currently 8% above the Bank of England base rate. Our bills are due for payment without any deduction, set-off or counterclaim.

11.5 Our bills will be final for the time period that they cover.

11.6 We may suspend work or cease acting for you if a bill remains unpaid after 30 days or if our reasonable request for a payment on account of costs is not met.

11.7 Unless otherwise agreed in writing, you must pay all bills in sterling. If you pay a bill in any currency other than sterling and we incur charges for currency conversion or other bank charges or we suffer exchange-rate losses we reserve the right to charge additional sums to cover such amounts.

11.8 You have the right to challenge or complain about our bill. Please see the **Complaints** section below for details of how to complain about our bill.

11.9 You have the right to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before twelve months from delivery of the bill, the court's permission is required for the bill to be assessed.

11.10 Unless there are special circumstances, the court will not usually order a bill to be assessed after:

11.10.1 twelve months from delivery of the bill

11.10.2 a judgment has been obtained for the recovery of the costs covered by the bill

11.10.3 the bill has been paid, even if this is within 12 months

11.11 We can keep all your papers and documents while there is still money owed to us for fees and expenses.

12 CLIENTS' MONEY

12.1 Any money received on your behalf will be held in our general client account unless we have agreed alternative banking arrangements with you.

12.2 We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client accounts, the limit remains £85,000 in total.

Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.

The FSCS also provides up to £1m of short-term protection for certain high balances, eg relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

12.3 Monies held in our client account will be held subject to the provisions of the SRA Accounts Rules 2011.

12.4 Interest will be calculated and paid to you at the rate set by the relevant bank. That of course may change. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) of payment of funds to you or the cheque(s) is issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the SRA Accounts Rules 2011. A copy of our current policy on interest is attached at Annex B. We reserve the right to amend our policy from time to time.

12.5 We will adopt the following in relation to residual client balances (i.e. money due to clients where the client has become untraceable or where it has otherwise not been possible to return the money to the client).

12.5.1 Where we hold a residual balance for you on any one individual client or trust matter that is less than £50 we will make at least one attempt to contact you and return the balance to you. If we are still unable to return the money to you after having made such attempt(s) we shall be entitled to no longer treat that money as client money in accordance with the SRA Accounts Rules and may pay it to a charity of our choice. If you subsequently make a valid claim for the money we will still pay it to you.

12.5.2 Where we hold a residual balance of any one individual client or trust matter that is more than £50 but less than £500 we will make reasonable attempts to establish the identity of the owner and make adequate attempts to return it to the owner unless the reasonable cost of doing so are likely to be excessive in relation to the amount held. If we are still unable to return the money to its owner after having taken such steps we shall be entitled to no longer treat that money as client money in accordance with the SRA Accounts Rules and may pay it to a charity of our choice.

12.6 You agree that money held by us may be taken in payment or part payment of our bills unless that money is held for any other purpose. You also agree that we may retain monies against unbilled and unpaid disbursements.

13 DATA PROTECTION AND GDPR

13.1 When dealing with your instructions we may collect, hold and use your personal information. We use the information you provide primarily for the provision of legal services to you and for related purposes including:

13.1.1 updating and enhancing client records;

13.1.2 analysis to help us manage our practice;

13.1.3 statutory returns;

13.1.4 legal and regulatory compliance; and

13.1.5 marketing our own products and services.

13.2 Our use of that information is subject to your instructions, the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. Under data protection legislation you have a right of access to the personal data that we hold about you. We may transfer any information that we hold about you to other people or organisations who process information on our behalf and other organisations (e.g. the courts or the police) if we have a legal duty to do so.

13.3 We may from time to time use your personal data to send you information that we think might be of interest to you. If you do not wish to receive that information please notify our office, preferably in writing by email to marketing@acuitylaw.com or by using the unsubscribe link in emails. We have a privacy policy, a copy of which can be accessed via our website client privacy notice.

14 STORAGE AND RETRIEVAL OF FILES

14.1 After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

14.2 We will store your file electronically for up to 13 years, except for original documents which we will return to you at the end of the matter. We keep files on the understanding that we can destroy them 13 years after the date of the final bill or conclusion of the matter. If you ask us to deposit any documents in safe custody we may charge you for this. We will not otherwise destroy documents you ask us to deposit in safe custody.

14.3 If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval. However, we may charge you for:

14.3.1 time spent producing stored documents (including emails) that are requested; and

14.3.2 time spent reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers,

in each case in accordance with our standard hourly rates.

15 OUTSOURCING AND CLOUD COMPUTING

15.1 Sometimes we ask other companies or people to do photocopying on our files to ensure this is done promptly and/or in the most cost effective manner. If you do not want your file to be outsourced, please tell us as soon as possible.

15.2 We use cloud computing in our business and therefore information relevant to your matter (including client contact details, documents and emails) will be passed to our external cloud service providers. If you would like further information on our cloud service providers please do let us know.

16 CYBER CRIME

You may be aware that cyber-crime is on the increase and that like other business sectors, law firms and their clients are being targeted. We take our responsibilities to look after your information extremely seriously, which is why we employ security measures to try and avoid you and our firm from becoming victims. One way criminals try and steal money is to hack into legitimate emails passing between a law firm and their clients, they then try and convince the client that their law firm has changed its bank account details and get them to transfer money to this fraudulent account. We do not change our bank account details very often, so if you ever receive correspondence saying we have please contact us before transferring any money to the "new" account, as it is likely to be a fraud. We will also try and avoid changing the people who deal with your matter, so if anyone contacts you with a different name to that notified to you by us, please contact us before doing anything further.

If we are required to send your money to an account whose details we have received electronically we will take reasonable precautions to verify the bank account details first such as telephoning to check or carrying out electronic checks (for which there may be a small charge which we will pass onto you). If we send you our account details electronically we would request that you also telephone the person dealing with your matter to double check the account details in case any of the emails have been intercepted by criminals. We will not accept liability if you transfer money into an incorrect account.

17 EXTERNAL AUDITING

External firms or organisations may conduct audit or quality checks on our practice e.g. our regulator, the SRA and Lexcel. These external firms or organisations are required to maintain confidentiality in relation to your files. Please contact Rachelle Sellek (Rachelle.sellek@acuitylaw.com) if you do not wish your files to be disclosed to external auditors.

18 TERMINATING YOUR INSTRUCTIONS

18.1 You may end your instructions at any time, by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding.

18.2 We can only decide to stop acting for you with good reason and we must give you reasonable notice.

18.3 If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point. These are calculated on the basis agreed with you. Where appropriate we will also charge fees and disbursements for transferring the matter to another solicitor.

19 PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

19.1 The law requires us to get satisfactory evidence of the identity of our clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

19.2 To comply with the law, we need to get evidence of your identity as soon as possible and before we start doing any work for you (except in an emergency). Our practice is to:

19.2.1 **Corporate Clients**

In the first instance we will obtain a company search from the relevant company registry to establish that the company exists and to provide us with the necessary independent evidence. We also need to identify the beneficial owners, if the information held at the company registry is insufficient to enable us to do so then we will ask you to provide additional information. Further corroborating evidence may be required if we have not met at least one director or beneficial owner.

19.2.2 We usually also conduct an electronic anti-money laundering search on the company instructing us as well as electronic PEP (politically exposed person) and Sanctions checks its directors and beneficial owners. If you are not the principal or beneficial owner you agree to inform any principal or beneficial owner(s) of this. We may also, at our discretion, use a credit reference agency to provide us with further information, You should be aware that searches at credit reference agencies may leave a “footprint” on your credit file

19.2.3 **Individual Clients**

This involves verifying that you are who you say you are. As long as we have met you we will require you to provide the following:

19.2.3.1 original and current passport or original photo-card driving licence; PLUS

19.2.3.2 original utility bill (not mobile phone bill), bank statement, council tax bill, HMRC official documentation e.g. P60, firearms licence in each case showing your name and home address and in each case not more than three months old;

19.2.4 We usually also carry out an electronic anti-money laundering search to verify your identity and to carry out an electronic PEP (politically exposed person) and Sanctions check on you.

19.3 We may require additional information from you or from independent sources in certain circumstances.

19.4 If you cannot provide us with the specific identification requested, please contact us as soon as possible

to discuss other ways to verify your identity. We may not be able to act for you if we are unable to promptly verify your identity to our satisfaction.

19.5 To meet our ongoing legal obligations it may also be necessary to repeat our checks or obtain additional information during the course of our relationship.

19.6 The cost of any searches conducted to verify your identity will be payable by you.

19.7 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by law 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 may 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 may not be able to tell you why. We will not be liable for any delay or the consequences of any delay.

19.8 In the event that we or you instruct a third party to act for you in connection with the work we are doing for you (e.g. a barrister or an expert) we may be requested to provide that third party with copies of your identification documents. Unless you tell us otherwise we will be entitled to assume that we have your consent to comply with that request.

19.9 We will not be liable for any delay, loss or damage resulting from our compliance with anti-money laundering or terrorist financing laws. We will be entitled to charge for any time that we spend in meeting our obligations under anti-money laundering and/or terrorist financing laws.

20 RECEIVING AND PAYING FUNDS

Our policy is not to accept cash from clients. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

21 PROPERTY FRAUD

21.1 If we are acting for you in the acquisition of or investment in property, please note that we will not be liable for any losses incurred by you resulting from any fraudulent misrepresentation (especially relating to property ownership or identity) by the seller to the seller's solicitors/conveyancers. There have been a number of high profile cases resulting in losses to buyers where the solicitors/conveyancers acting for the seller of a property have been misled by someone alleging to be the registered/true owner of the property when in fact they are not. We will rely upon the seller's solicitors/conveyancers complying with their duty to identify the seller. If you have any concerns about the identity of the seller or suspicions of fraud from your own dealings with the property you must advise us immediately. Properties that are tenanted, empty, are of higher value or mortgage free and where the seller is not buying on are at higher risk of fraud. Also, transactions where the seller wants to exchange and/or complete quickly can be of higher risk.

21.2 Additional insurance can be purchased by you if you wish to protect yourself against a fraudulent seller. If you wish to take out such a policy please contact us for further details.

22 CONFIDENTIALITY

22.1 The information and documentation you provide us is confidential unless:

22.1.1 stated otherwise in these Terms of Business or other correspondence confirming your instructions, e.g. in relation to prevention of money laundering and terrorist financing;

22.1.2 we advise you otherwise during the course of your matter.

22.2 However, unless you tell us otherwise, we will be entitled to assume that we are authorised to make any information about you available to your other advisors if we consider it is appropriate to do so. We may transfer any information that we hold about you to other people or organisations who process information on our behalf and other organisations (e.g. the courts or the police) if we have a legal duty to do so.

22.3 To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to statutory and regulatory authorities, insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. You agree to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege. Examples of organisations we may be required to disclose your information to could include (but are not limited to):

22.3.1 the National Crime Agency; and

22.3.2 domestic and international taxation authorities.

22.4 External firms or organisations may conduct audit or quality checks on our practice e.g. our regulator, the SRA and Lexcel. These external firms or organisations are required to maintain confidentiality in relation to your files. Please contact Rachelle Sellek (Rachelle.sellek@acuitylaw.com) if you do not wish your files to be disclosed to external auditors.

22.5 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

23 DUTIES TO THE COURT

23.1 Your matter may involve court proceedings. All solicitors have a professional duty to uphold the rule of law and the proper administration of justice. We must comply with our duties to the court, even where this conflicts with our obligations to you. This means that we must not:

23.1.1 attempt to deceive or knowingly or recklessly mislead the court;

23.1.2 be complicit in another person deceiving or misleading the court;

23.1.3 place ourselves in contempt of court; or

23.1.4 make or offer payments to witnesses who depend on their evidence or the outcome of the case.

23.2 We must also comply with court orders that put obligations on us and ensure that evidence relating to sensitive issues is not misused.

24 DOCUMENTS

If your matter may involve court or tribunal proceedings it is important that all documents are preserved, including electronic documents, text messages and voicemails as you may have to disclose them to your opponent and/or the relevant court or tribunal.

25 EMAILS

25.1 We cannot guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication. We have the ability to use encrypted email communication. If you wish us to communicate with you via encrypted email please let us know.

25.2 We are careful to ensure that our computer system is free from viruses and secure but we cannot be held responsible for the late arrival of emails, any loss or damage caused by email security being compromised or damage to your computer system caused by electronic communication with us.

25.3 We use filtering software to limit the effects of unwanted emails and viruses. That means that there is a risk that genuine correspondence may not always reach the person it is meant for or that its receipt may be delayed. We therefore recommend that you follow up all important emails by an alternative form of communication.

26 COMPLAINTS

We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about the bill, please contact the firm's Compliance Officer for Legal Practice, Rachelle Sellek, on 029 2067 4414 and/or rachelle.sellek@acuitylaw.com or by post to Rachelle Sellek, Acuity Law Limited, 3 Assembly Square, Britannia Quay, Cardiff Bay, Cardiff, CF10 4PL. We have a written procedure that sets out how we handle complaints. It is available on request from any fee earner handling your matter or from Rachelle Sellek (contact details above).

26.1 Our complaints policy sets out the timescales that we have to consider your complaint. If we have not been able to resolve your complaint ourselves the Legal Ombudsman may be able to help.

The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.

26.2 Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us. If you have then you must take your complaint to the Legal Ombudsman

26.2.1 within six months of receiving a final response to your complaint; **and**

26.2.2 no more than six years from the date of the act or omission you are complaining about; or

26.2.3 no more than three years from when you should reasonably have known there was cause for complaint.

The Legal Ombudsman's contact details are:

PO Box 6806, Wolverhampton, WV1 9WJ

0300 555 0333—from 8.30am to 5.30pm

enquiries@legalombudsman.org.uk

www.legalombudsman.org.uk

26.3 The Legal Ombudsman deals with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman, e.g. charities or clubs with an annual income of more than £1 million, trustees of trusts with asset value of more than £1 million and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bill.

26.4 If you are a consumer and we are unable to resolve your complaint, and it relates to a contract we entered into online or by other electronic means, you may also be able to submit your complaint to a certified alternative dispute resolution (ADR) provider in the UK should both you and this firm wish to use such a scheme.

26.5 The SRA may be able to help you if you are concerned about our conduct. This could be for things like acting where there is a conflict of interest, breach of your confidential information or discriminating against you (if an individual). You can raise any concerns about our conduct with the SRA (www.sra.org.uk/consumers/problems.page).

27 INVESTMENT ADVICE SERVICES

27.1 We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice.

27.2 However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers relating to service. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

28 INSURANCE DISTRIBUTION ACTIVITY

28.1 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.

28.2 The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of the SRA or the Legal Ombudsman.

29 CONSUMER CREDIT SERVICES

We are not authorised by the Financial Conduct Authority in relation to consumer credit services. We may, however, provide certain limited consumer credit services (eg acting on debt collection matters) where these are incidental to the professional services we provide. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with some complaints against lawyers relating to services. If you are unhappy with any consumer credit services you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

30 INSURANCE

We have professional indemnity insurance giving cover for claims against the firm. Information on the minimum compulsory layer of insurance including contact details of our insurers and the territorial coverage of the policy is available on our website: https://acuitylaw.com/professional-indemnity-insurance-statement/

31 EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. We are proud to have become a signatory to the Law Society's Diversity and Inclusion

Charter, the flagship diversity initiative of the solicitors' profession. Please contact Rachelle Sellek (on 029 2067 4414 and/or rachelle.sellek@acuitylaw.com or by post to Rachelle Sellek, Acuity Law Limited, 3 Assembly Square, Britannia Quay, Cardiff Bay, Cardiff, CF10 4PL) if you would like a copy of our equality and diversity policy.

32 CORPORATE CLIENTS

Where we are instructed by a company, in these Terms of Business "you" means the company rather than any individual in his or her personal capacity. We shall be entitled to act on instructions from any director of the company and shall not be required to take any steps to verify that any such instructions have been properly authorised by the board unless we receive information to the contrary.

33 MARKETING

Unless you have directed us otherwise, we may disclose the fact that you are our client although we will not disclose the matter or the nature of the work unless that information is already in the public domain. In such circumstances, we may refer to our business relationship and an outline description of the work involved and we may use your business name and/or logo on our website or otherwise for marketing purposes.

34 APPLICABLE LAW

Any dispute or legal issue arising from our Terms of Business and contract with you will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

35 FUTURE INSTRUCTIONS

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

36 CHANGES TO THESE TERMS

We reserve the right to change these Terms of Business from time to time. Any such changes will be notified on our website although we will write to you if any of the changes are material.

ANNEX A - CHARGES

ELECTRONIC PAYMENTS		AML ELECTRONIC SEARCHES	
CHAPS fee	£35	Company (UK)	£30
Faster payment fee	£20	Individual (UK)	£6
		International searches (company or individual)	£TBA
BANK ACCOUNT CHECKS		**E-SIGNATURES**	
Check of another firm's client account	£15	Per document (or envelope) signed electronically	£3.90
Check of an individual's bank account	£3		
PHOTOCOPYING		**PRINTING**	
A4 Black & white	£0.10	A4 Black & white	£0.10
A4 Colour	£0.20	A4 Colour	£0.20
A3 Black & white	£0.20	A3 Black & white	£0.20
A3 Colour	£0.40	A3 Colour	£0.40
SCANNING		**BINDING**	
A4 Black & white	£0.05	Comb binding	£0.75
A4: Colour	£0.10	Heat binding (Unibind)	£1.75
A3 Black & white	£0.10	The above prices for binding are stated per document and exclude the printing/copying cost for the content.	
A3 Colour	£0.20		
CD DOCUMENTS		**MILEAGE**	
Per indexed CD	£10	Per mile	£0.55
DATA ROOM			
Set up fee	£1000		
Monthly charge	£200		

All other expenses incurred and paid for by the firm to be charged at cost including couriers, special delivery and recorded delivery.

All charges listed above will be subject to VAT which will be charged at the applicable prevailing rate.

To the extent any of the above charges are subject to change by our suppliers we reserve the right to pass on any such change in cost to you.

ANNEX B - INTEREST POLICY

1 If we hold money in a general client account on your behalf then we will account to you for a sum in lieu of interest calculated as below.

2 We will not account to you for any interest in the following situations:

2.1 if the amount calculated is £150 or less;

2.2 on money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;

2.3 on an advance from us into our general client account to fund a payment on your behalf in excess of funds already held for you in that account;

2.4 if there is an agreement to contract out of the provisions of this policy;

2.5 if we hold sums of money intermittently on your behalf, in our general client account, during the course of acting, and the sum in lieu of interest calculated for any single period is £150 or less, we will account to you only if the total interest exceeds £150;

2.6 if the amount of interest calculated, once apportioned to individual distributions is £150 or less.

3 We will calculate and pay interest once your matter has been concluded, unless otherwise agreed.

4 In calculating interest we will apply a rate that we believe reflects the market rate of interest paid on an instant access current account offered by a UK high street bank over the period when interest is due.

5 We will review the interest rates quarterly and whenever the Bank of England changes its Bank Rate. Current rates are available on request.

6 If we hold money in a separate designated client account on your behalf, we will account to you for all the interest earned on that account.

7 For larger sums being held for longer periods, we are able to place funds on treasury deposit. The funds earn a higher rate of interest but will be held for a fixed term and will not be able to be accessed during this time. Please speak to your contact at Acuity Law to discuss alternative options for holding client money on your behalf.

8 In determining the period over which interest is to be calculated, we will look at the following: the period between the date when the relevant funds received by us clear our account and, if we send the funds electronically, the date when the funds are sent or, if we send the funds by cheque, five days after a cheque is raised.