



TERMS OF BUSINESS

THE CONTRACT BETWEEN YOU AND GOUGHS TRUST CORPORATION LTD

1. GENERAL PROVISIONS

A **APPLICATION**

These Terms of Business (together with any other written agreement) set out the terms of our, that is Goughs, contract with you (and are called the "Contract Terms"). You should keep them in a safe place as you may need to refer to them later. Please note:

- Our contract with you is governed by the laws of England and Wales.
- The courts of England and Wales have exclusive jurisdiction, except in that their judgments and orders may be enforced through foreign courts.
- The Contract Terms may only be varied by agreement in writing.
- Unless otherwise agreed, and subject to the application of current hourly rates, the Contract Terms will apply to any future instructions given by you to us.

Although your continuing instructions will amount to an acceptance of the Contract Terms, it may not be possible for us to start work on your behalf until a copy of our Client Agreement has been signed and returned to us for us to keep on our file. If that is the case, we will tell you.

B **RIGHT TO CANCEL**

If we have not met with you in person at our premises, The Consumer Contracts Information Cancellation and Additional Charges Regulations 2013 apply to this Agreement. This means you have the right to cancel your instructions to us within 14 days without giving any reason. The cancellation period will expire 14 days after the date of our initial communication with you. To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or e-mail) using the contact details on our letter to you or by completing the Cancellation Form on our web-site. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you requested that we begin work on your matter during the cancellation period, we reserve the right to ask you to pay us an amount for the work we have carried out until you communicated your cancellation to us.

C **LIMITATION OF LIABILITY**

Please note:

- No member or other person will be personally liable to you or anyone else. This will not affect your rights against us.
- Our liability to you and any other person will be limited in total to £3,000,000 which is the minimum level of our professional indemnity cover. In agreeing to these Contract Terms you acknowledge that this is reasonable.
- We will only be liable if the loss in question is caused primarily by our negligence or failure to act appropriately in accordance with the terms of our instructions.
- We only accept liability to our clients and not to any third party with whom we have no contractual agreement.

Our liability is also limited as set out elsewhere in these Contract Terms.

D **TERMINATION OF INSTRUCTIONS**

You may terminate your instructions to us in writing at any time but if at any stage you do not wish us to continue doing work and/or incurring fees and expenses on your behalf, you must tell us this clearly in writing. If we stop work we will be entitled to keep all your papers and documents if there is money owing to us for our charges and expenses until full payment is made. If however we are unable to continue acting for you and we have to cease to act, for example if you do not pay a bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

Under the Consumer Protection (Distance Selling) Regulations 2000, in the case of some non-business instructions you may have the right to withdraw, without charge, within seven working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of the Contract Terms will amount to such consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in the Client Agreement as being responsible for your work. The said Regulations require us to inform you if the work involved is likely to take more than 30 days to complete.

E **INFORMATION SHARING**

As a wholly owned subsidiary of Goughs Lawyers Limited, our systems are shared with Goughs Lawyers Limited. We process our data in accordance with Goughs Lawyers Limited's information security policies. We will keep all information which you pass to us confidential and will not disclose it to third parties except as authorised by you, where we are required by a legal or professional obligation (including out professional indemnity insurers and our regulator), to do so, or as otherwise stated in these terms.

2. CLIENT CARE

We are committed to providing a quality service and achieving the highest standards of conduct. One of the ways in which we can continue to improve our service is by listening and responding to the views of our clients. Therefore we ensure that making a complaint is as easy as possible; we treat all complaints seriously and we deal with them promptly and politely. We have a procedure in place

which details how we handle complaints, which is available on our website at www.goughs.co.uk and on request from any of our offices – simply ask for a copy of our complaints procedure.

If you are unhappy about any aspects of the service you are receiving the first step is to talk to a member of staff, ideally the person named in the Client Agreement as being responsible for your work, as he/she will be in the best position to help you and put things right quickly. However, if you would prefer to talk to somebody else you can contact the relevant Supervisor, named on the Client Agreement who will aim to resolve the problem.

We have eight weeks to consider your complaint. If we have not resolved it within this time and if you are not satisfied with the response you receive, you can make a formal complaint by writing to the Complaints Handling Partner, Emma Taylor.

If you are still not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6167 Slough SL1 0EH website: www.legalombudsman.org.uk, minicom: 0300 555 1777, calling from overseas: +44 121 245 3050 to consider the complaint. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

3. COMMUNICATION AND MEETINGS

We aim to be as accessible as possible and to communicate with you by any method you may reasonably request.

Our offices are open on weekdays and we keep regular office hours. By arrangement, we can meet you out of hours and we are ready, where necessary, to meet away from our office, for example at your home or place of business or at the office of another adviser.

If you cannot reach the person acting for you or their secretary on the telephone, please leave a message with our receptionist or on our voicemail system.

As regards electronic communication –

- We will need to check e-mail and discs you send to us for viruses.
- E-mail and fax greatly improve the speed and quality of service we give but are not necessarily secure means of communication. If you prefer that we do not use them when communicating with you, please tell us. We reserve the right to communicate with other parties and their advisers by e-mail and fax where we consider this appropriate.
- We cannot guarantee that e-mails and faxes will receive a higher priority than letters for action by us.
- We cannot control the time it may take for an e-mail communication to reach the recipient or the use that a recipient may make of the e-mail.
- We do not accept any liability for any loss arising from e-mails not arriving on time or at all or for the consequence of their interception or loss of confidentiality.
- We cannot be responsible for the security of correspondence and documents sent by e-mail or fax.
- We do not accept service of any proceedings by e-mail unless we have expressly agreed to do so in a particular instance.

4. FEES AND EXPENSES

A GENERAL

Our fees will be a fair and reasonable charge for the work that we do for you. We set out in our Client Agreement the basis on which we will charge and an explanation of our fees and expenses. Please note –

- Our fees will be based, in most cases, on the time that we spend doing the work.
- We may agree to act for a fixed or “capped” fee or under a conditional fee arrangement.
- If our fees are calculated on time spent working, this may include meetings with you and perhaps others, reading, preparing and working on papers, making and receiving telephone calls, e-mails faxes and text messages, the preparation of any detailed costs estimates, schedules and bills, attending at court and (subject to any contrary agreement with you) time necessarily spent travelling away from the office.
- Unless we have agreed to work on a fixed fee basis, fee indications are not a formal estimate of what the final cost will be because in most cases it is not possible to predict how things will turn out or how much work will be needed. An indication is the view we form initially of the likely fees.
- We will tell you if we think our fees will be materially higher than indicated to you.
- We will tell you on request at any time what the fees and expenses are up to at that point.
- If you need to work within a fixed budget, you should tell us in advance so that we can stop our work when we reach your limit, albeit that the work maybe unfinished.
- If, for any reason, a matter does not proceed to completion, we will nonetheless be entitled to charge you for the work done and expenses incurred.

Any special arrangements relating to fees will be set out in our Client Agreement and override these Terms of Business.

B FEE RATES

If our fees are based on the time that we spend doing your work, we will tell you our current fee rates when we accept your instructions. Please also note –

- Our fee rates are reviewed from time to time, normally in April and October each year, and may be increased, such as to reflect increases in overhead costs, legal experience and inflation. If a review is carried out before a matter has been concluded, we will inform you of any variations in the rates before they take effect.
- We may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken and any particular specialist expertise which the case may demand and an increase to our standard rates may be applied to reflect these factors.

- In property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to you, a charge reflecting, for example, the price of the property, or the value of the financial benefit may be applied.
- If an increase in the fee rates or a charge reflecting any value element is to be added we will explain this to you.

C EXPENSES

We often have to pay out various expenses on behalf of clients, such as Land or Probate Registry fees, court fees, experts' fees (often called "disbursements"). We have no obligation to make the payments unless you have provided us with the funds. VAT is payable on certain expenses.

D VAT

You must always add VAT to our fees and to some disbursements. The reason we do not show an inclusive rate is that the VAT rate may change, up or down. Also, many of our clients who are not individuals are able to claim the VAT back and for them what we show is the true cost.

PAYMENT ARRANGEMENTS

E OUR BILLS

We will send you bills regularly. We find that this helps clients in budgeting for costs as well as keeping them informed of the fees and expenses which are being incurred. Bills will normally be sent regularly unless only a small amount of work has been done since the last bill or we have specifically agreed to work on a different basis.

Unless otherwise stated, each bill is a final bill covering the total charge being made for the work done in the period that the bill covers. However, if we have agreed that part of our fees will reflect the value or importance of the matter and that this will be charged on the completion or final settlement of the matter, that element will be charged in full on completion. Please also note –

- Payment is due when we send you the bill. If a bill is not paid within one month, interest may be charged from the date of delivery of the bill, at the rate from time to time applicable to judgment debts.
- We may at any time require reasonable sums on account to cover the likely cost of work to be done, including disbursements and VAT.
- In particular, we may require you to pay the estimated fees of barristers and experts before we instruct them on your behalf. We will, where time permits, allow 14 days for payments on account to be made but sometimes, especially close to or during a trial or other substantial hearing, this may not be possible.
- If payments are not made when required, or if a bill is not paid within one month, we may stop our work for you until payment is made or (at our discretion) we may end our retainer and cease acting altogether. We will not be responsible for any loss that you suffer as a result.
- Money received from you or on your behalf (including money we receive from another party in settlement of any claim or court proceedings) will be applied first towards the settlement of any outstanding bill and then may be held by us as a payment on account of future costs.

If our bills are not paid in full, we may keep any papers and documents that we are holding for you until full payment is made. This right is known as a "lien". We may, in addition, have rights in any property received or preserved for you, whether it is in our possession or not, and in respect of all costs incurred, whether billed or unbilled.

Should we need to retrieve files from our off premises store when you or any third party with your agreement make a specific request for information concerning a matter in which we are no longer acting for you and/or you wish to receive specific documents or other papers, we reserve the right to charge for fulfilling any such request and to charge to enable us to retain copies of such original documents which may be requested.

F OTHER PARTIES' CHARGES AND EXPENSES

In some cases you may be entitled to the payment of costs by another person. It is important that you understand that in those circumstances –

- The other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.
- If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for the interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of the interest.
- You will be responsible for paying our charges and expenses in seeking to recover any costs which the court orders that the other party pay to you.
- You will be liable for and agree to pay our fees and expenses in full should they exceed the amount (if any) received from the other person.

If you are unsuccessful in a court case you may be ordered to pay the other party's legal costs and expenses. That money will be payable in addition to our costs and expenses. Arrangements can be made to take out insurance to cover liability for such legal costs and expenses. Please make sure you raise this with us if you are interested.

G COMPANIES – GUARANTEES FOR COSTS

When accepting instructions on behalf of a company, we may require a director or controlling shareholder to guarantee the payment of our fees and expenses. If this is refused, we will be entitled to stop acting and to require immediate payment of our fees and expenses in respect of the work already done.

5. CLIENT MONEY

A CLIENT ACCOUNT

- We will only accept or hold money in our client account if payment is made to us for a specific purpose relating to the matter with which we are dealing, such as a deposit for a property purchase or money on account of costs. Any money we have to pay back will only be paid to the person from whom we received it or to the bank account from which it was sent and payments will not be made in cash. No money may be paid into our client account without the express consent of the lawyer acting for you.
- If we retain no more than £10.00 of your money in our client account at the end of your matter and we wish to return it to you, but having made reasonable attempts to ascertain where you live, they remain unknown and the further costs of finding where you live would be excessive in relation to the amount we hold we shall pay the money we retain, instead, to a charity of our choosing. If the sum we hold is between £10.01 and £25.00 and we have sent a client account cheque for that amount to you at your last known address and the cheque remains unrepresented after 6 months, the cheque will be cancelled and the balance paid over to a charity of our choosing.
- We hold client money in Handelsbanken Plc who are regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you might suffer as a result of the bank institution being unable to repay deposits in full. When a banking institution is unable or likely to be unable to meet a claim against it, you may be protected by the Financial Services Compensation Scheme (FSCS), which in qualifying circumstances can pay compensation. The limit of compensation is £85,000 per banking institution and therefore if you hold other personal money in Handelsbanken, the limit remains £85,000 including funds held in our client account and funds held in those banks personally by you. You should check with your banking institution, the FCA or a Financial Advisor for more information. In the unlikely event of the failure of a deposit taking institution, we will assume (unless we hear from you in writing to the contrary) that we have your implied consent to disclose your details to the FSCS.

B CASH PAYMENTS

Our policy is not to accept cash payments. Cash must not be paid directly into our bank account but if it is we reserve the right to charge for any additional checks we consider necessary to verify the source and legality of the funds. Receipt of funds in this way may require us to make a money laundering disclosure. 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.

C INTEREST PAYMENTS

- Goughs Lawyers LLP are authorised and regulated by the Solicitors Regulatory Authority (SRA) and practice in accordance with the SRA Accounts Rules 2019 (the Rules). Rule 7 prescribes that interest must be paid on money held in a client account “when it is fair and reasonable to do so”. This policy details the terms for the payment of interest in compliance with the Rules.
- Goughs do not provide a banking or investment service and therefore the holding of client money is incidental to the provision of legal services in accordance with our clients’ instructions.
- When we receive money from or on behalf of a client we pay it into the Goughs Lawyers LLP general client account with Handelsbanken Plc (the Bank). In this general client account, funds for different clients and matters are pooled. The Rules require that we hold client funds in an instant access account. As a result the rate of interest paid is unlikely to be as high as a client could achieve elsewhere by placing those funds on deposit or in a savings account.
- Where money is held in relation to separate matters for the same client, we will treat the calculation of interest separately unless the matters are so closely linked that they should be considered together.
- As client money is held in a general client account, we will pay a sum in lieu of interest and as such this is paid gross without deducting tax. All clients shall be personally responsible for declaring such sums to HM Customs and Revenue.
- The interest rate used to calculate the payment in lieu of interest will be lower than the full rate of interest received by the firm on general client funds because this is an enhanced rate negotiated with the Bank as a result of the firm holding large aggregated client balances. The rate at which we pay sums in lieu of interest will, however, probably exceed the rates that clients would individually be able to obtain from a High Street bank when opening a stand alone instant access current account. We believe this to be a fair approach as clients are likely to earn a higher rate of return whilst providing the firm with a return for administering client funds.
- Sums paid in lieu of interest will be calculated on a daily basis on cleared client funds. In the case of cheques received, this will be three days after the cheque has been deposited with the Bank. For amounts received in cash, by credit or debit card, or by standing order, BACS, CHAPS or Faster Payments, the sum paid in lieu of interest will accrue from the day of receipt into our client account. If a client fails to present a cheque to his or her bank for payment we will not normally pay a sum in lieu of interest for any additional period.
- Due to the administrative costs involved we will not pay a sum in lieu interest if the sum calculated is less than £50 in total for the full period during which the money is held in our client account
- The firm is not required to pay a sum in lieu of interest if;
 - The money held relates to the payment of professional disbursements, payments to the Legal Aid Agency or on account of our fees
 - The money relates to an advance by us to fund a payment on behalf of the client or trust
 - An alternative agreement has been made with the client
 - The client has contracted out of receiving such a payment
- The current rate for the payment of a sum in lieu of interest is 1.80%.
- Acceptance of our standard Terms and Conditions will indicate an agreement by the client to this interest policy.
- The interest rates applied to calculate the sums paid in lieu of interest will be reviewed following any Bank interest rate changes and Bank of England base rates change.

D LOAN MONEY

If you borrow money for a transaction, we will normally require that the lender arranges for us to receive a cheque at least five working days, or an electronic payment at least one working day, before the completion date to enable us to ensure that the necessary funds are available in time for completion. The lender may charge interest from the date of issue of the cheque or the making of the electronic payment.

6. INVESTMENT AND INSURANCE BUSINESS

Sometimes work carried out by us (for example in conveyancing, family, probate and company work) involves investment advice, services or business.

We are not authorised by the Financial Conduct Authority and may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided that they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority. In addition –

- Although we are not authorised by the Financial Conduct Authority, we are included on the register it maintains so that we can carry on insurance mediation activity. That activity includes broadly, advising on, selling and administering 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 Financial Conduct Authority's register can be accessed via its website at <https://register.fca.org.uk/>.
- We may act as an introducer to authorised independent financial or other advisers, which may pay us part of their fees or commission as a commission for that introduction. With your agreement we will be entitled to retain such fee or commission. We may agree with you to offset it against fees and disbursements we would otherwise have charged.

7. IDENTITY, CONFIDENTIALITY, STORAGE AND DATA PROTECTION

A PROOF OF IDENTITY

Solicitors, like banks, accountants and others, are required to obtain satisfactory evidence of the identity, addresses and date of birth of clients. In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. You will be asked to provide that evidence and we will not normally be able to do any work on your behalf until we have it. Please refer to Section 4 of the Client Agreement for details of satisfactory documentation. The Money Laundering Regulations 2017 prevent us from acting for you if you fail to supply appropriate proof of identity.

B CONFIDENTIALITY

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential but, in some circumstances, third parties may be given information about clients and their affairs –

- Recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. If a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, he or she may be required to make a money laundering disclosure.
- If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it. Where the law permits us to do, we will tell you about any potential money laundering problem and explain what action we may need to take.
- We may also outsource work. This might be for example typing or photocopying or research and preparation to assist with your matter. Information relating to you may therefore become available to third parties.
- In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as "disclosure". Further, where, for example, an opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to him and to the court. Subject to this, we will not reveal confidential information about your case except as explained by this paragraph.
- As part of our quality control system, we invite external assessors to look at how well we meet practice management standards. To enable them to do their job properly they need to be able to see clients' files when they visit our offices. They are professionally required to respect confidentiality but they can only look at files if clients consent to it. We think it important that they are free to see as many files as possible so we hope that you will agree to your file being seen by the assessors. If you do, you need do nothing. If you do not agree to this, either now or in the future, please tell us as soon as you can. We will then mark our records so that none of your files will be made available.

8. STORAGE OF PAPERS AND DOCUMENTS

After completing our work, we are entitled to keep all of your papers and documents while there is money owing to us for our charges and expenses. Subject to that –

- We will keep your file of papers in storage for at least six years although possibly longer, depending on the nature of the matter. After that, storage is on the clear understanding that we have the right to destroy your file when we consider that reasonable or to make a charge for storage if we ask you to collect papers and you fail to do so.
- We will not, of course, destroy any documents such as wills, deeds, and other securities which you ask us to hold in safe custody. No charge will be made to you for storage unless prior notice in writing is given to you of a charge to be made from a future date specified in that notice.
- If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge for producing stored papers or documents to you or another person at your request.

9. **INFORMATION PROVISION**

A **PRIVACY NOTICES**

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

- Updating and enhancing client records
- Analysis to help us manage our practice
- Statutory returns
- Legal and regulatory compliance

Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisors, including sometimes advisers appointed by another party to your matter. Our practice may be audited or checked by our accountants or our regulator or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your file.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up-to-date. You should let us know if you believe the information we hold about you needs to be corrected or updated.

We have appointed the following person as our representative for the purpose of the Data Protection Act Emma Taylor.

B **DATA PROTECTION IN RESPECT OF MONEY LAUNDERING CHECKS**

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will all be processed only for the purposes of preventing money laundering and terrorist financing or as otherwise permitted by law or with your express consent.

You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

C **DATA PROTECTION – YOUR OBLIGATIONS**

If you send us personal data about anyone other than yourself you will ensure that you have any appropriate consents and notices in place to enable you to transfer that personal data to us and we may use it for the purposes for which you provide it to us.

10. A **EQUALITY AND DIVERSITY**

We are committed to promoting equality and diversity in our dealing with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.