

CONTENTS

CLAUSE

1.	These terms and how we can change them.....	1
2.	Consumers' cancellation rights	1
3.	Our services	1
4.	What you agree to do.....	2
5.	Our communications with you	2
6.	Our fees, disbursements and expenses	3
7.	Our invoices.....	4
8.	How we hold your money and pay you interest on it	5
9.	How we limit our liability to you	5
10.	No claims against our staff.....	6
11.	How you and we can terminate our agreement	6
12.	How you can use our advice and how we handle your documents.....	7
13.	Our legal status, how we are regulated and our insurance	7
14.	Complaints and other concerns.....	8
15.	Confidentiality	8
16.	Data protection.....	9
17.	Anti-money laundering and financial crime procedures	10
18.	Other important terms	11

The following Terms of Business together with each relevant engagement letter are the terms on which Huntley Legal Limited undertake legal work in relation to each letter of engagement dated on or after 15 February 2025. Each engagement letter confirms the identity of the client, the scope of work and agreed charges or charging rates for that work.

1. **These terms and how we can change them**

- 1.1 **Our agreement with you.** These terms, together with our engagement letter to you, form our agreement with you to provide legal services. These terms apply to each matter we work on with you. If there is a conflict between these terms and our engagement letter, these terms will prevail, unless the engagement letter expressly overrides them.
- 1.2 **Changes to these terms.** We can change these terms in response to legal, regulatory and technological changes, and we may increase our hourly rates as explained in paragraph 6. If we do so, we'll notify you and you can contact us to terminate your instructions before the changes take effect.

2. **Consumers' cancellation rights**

- 2.1 **Consumers may have a right to cancel.** If you are an individual who is not instructing us in connection with your business, you may have a legal right to cancel our agreement with you and receive a refund of any sums you have paid us in advance. You are likely to have these rights if we take instructions from you outside of our offices or at a distance, for example online or over the telephone. Your right to cancel expires 14 days after our agreement is made and if you request us to start work during that period you will have to pay us for any work we do up until you cancel. Work which we start at your request during the cancellation period cannot be cancelled once completed, even if the cancellation period is still running.

3. **Our services**

- 3.1 **Matters outside the scope of your instructions.** We only advise on matters within the scope of your instructions, as set out in our engagement letter. Unless your engagement letter clearly says otherwise, we will not advise you on the financial, tax or property law aspects of any matter, on your wider tax or financial interests, on the law of jurisdictions outside of England and Wales, or on accounting and commercial issues (including on the viability and prudence of this matter), even if a relevant issue arises during the course of our work together. You may wish to seek separate specialist advice on these matters. We will not undertake any litigation matters for you unless we specifically agree to do so in advance in writing as this is not a service which we generally offer.
- 3.2 **Only you can rely on our advice.** Our advice is intended solely for you. We do not accept or assume responsibility to anyone other than the clients identified in our engagement letter. Unless we agree otherwise in writing, you must not share our advice with anyone else.
- 3.3 **Third party service providers.** We may instruct third parties (such as barristers, enquiry agents or other experts) to provide services to you. Where appropriate we may instruct these third parties as

your agent, so that you contract with them directly. However the third parties are instructed, you are responsible for the sums charged by third parties and their services are provided to you on their terms. We use reasonable skill and care in selecting and appointing third parties and provided that we do so, we are not responsible for the services the third parties provide.

- 3.4 **We're not responsible for delays outside our control.** If our services to you are delayed by an event outside our control, such as delay by you in providing instructions, or delays by any other party in providing information or responses to correspondence or approaches from you or us in relation to the matter, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but you always have rights to terminate your instructions, see 2.

4. What you agree to do

4.1 You agree to:

- (a) **Provide us with clear, timely and consistent instructions.** You must also respond fully, frankly and quickly to our requests for information, and co-operate with us and those we instruct on your behalf. The information you give us must be full and accurate, to the best of your knowledge and belief. We don't verify the information you give us, unless we have expressly agreed to do so.
- (b) **Tell us straight away if your contact details change.**
- (c) **Take reasonable steps to properly secure your communications with us.** This includes protecting the email and computer systems used for your matter. This is important to protect your rights and funds.
- (d) **Respect our regulatory restrictions.** If we tell you that we can't do something for you because doing it would breach our legal, professional or regulatory duties then you must respect this.
- (e) **Pay money on account and our invoices.** You must provide us with any required sums on account of costs (see Paragraph 6.5), and pay our invoices in accordance with these terms, (see Paragraph 7).
- (f) **Verify any change of our payment details received by email.** If you are told about any change of our bank details by email, then even if it appears to come from our firm, you must call Marie Huntley personally on the usual mobile number already provided to you immediately to check the email is genuine.

5. Our communications with you

- 5.1 **Risks of email correspondence.** For convenience and speed, we will correspond with you by email and rely on communications coming from your email account. However, email is inherently insecure. We are not responsible for loss or damage caused by email use, provided we have taken reasonable security measures, including against viruses or similar harmful items.

- 5.2 **Blocked emails.** Our filtering software may prevent us receiving emails from you or in relation to your matter and we are not responsible to you for losses resulting from this.

- 5.3 **Opening hours.** We are normally open between 10 am and 6.00 pm Monday to Friday, except for bank holidays. Our staff may sometimes respond to communications and work outside of our normal office hours, but this is at our discretion and we ask you to respect that there will be times when we are not available.
- 5.4 **Who we can give advice to and whose instructions we can act on.** We may give advice and information to, and act on instructions from, any of the individuals to whom our engagement letter is addressed without the need to copy such advice to, or to confirm such instructions with, the other(s). You can let us know in writing that we are authorised to deal with someone else on your behalf in this way. For organisations, rather than individuals, we can ask for a formal resolution confirming who can instruct us.
- 5.5 **We can adjust to your communications needs.** As a firm, we wish to support and promote equality and diversity. If it would assist you for our services to be delivered in a different way, please let us know and we will investigate how we can help. A copy of our Equality and Diversity Policy, which includes information on reasonable adjustments, is available on request.
6. **Our fees, disbursements and expenses**
- 6.1 **How we calculate our fees is set out in our engagement letter.** Our fees for our services in your legal matter are calculated either on the basis of time spent or on a fixed, capped basis and may be staged, as set out in the matter engagement letter we have sent you.
- 6.2 **Fees on a time spent basis.** If our fees are calculated on a time spent basis:
- (a) **One minute units.** We calculate the time spent by us in one-minute units and charge it at the hourly rate for the person doing the work.
 - (b) **Increases in hourly rates.** We may increase our hourly rates, for example at the start of a new year. We may also increase our rates if your instructions change, for example if the matter we are working on for you becomes more urgent. We give you advance notice of any increases.
 - (c) **Estimates are not binding.** Any estimate of our charges (fees, disbursements and expenses) for dealing with your matter or reaching a certain stage in it, as well as estimates or automated quotes provided on our website, are not binding. We may update estimates as a matter progresses, and you must pay all our charges even if they exceed any estimate.
- 6.3 **Fixed and capped fees.** If we have agreed a fixed or capped fee with you:
- (a) **Changes in assumptions.** If the assumptions on which the fixed or capped fee are based (as set out in our engagement letter) change or prove incorrect we may increase our fixed or capped fee, or switch to charging you on a time-spent basis. If we switch to charging on a time-spent basis, we will provide you with an estimate of our fees to complete the matter. Any fee estimates are based on the assumptions noted in relation to the same estimate, and so the estimate will be affected by any of those assumptions changing or being proved incorrect.

- (b) **What we can charge if you terminate your instructions (or we stop acting for you).** If you terminate your instructions (other than because we are at fault) if we have agreed a fixed fee then we can charge you the full fixed fee unless you are an individual who is not instructing us in connection with your business (a consumer) in which case we will charge you on a time spent basis for the work we have done prior to termination, if this is less. If our work is on a time spent basis then we can charge you for all the time spent prior to your termination.

6.4 **Disbursements, expenses and VAT.** All hourly rates, estimates, fixed, capped or staged fees we quote to you are exclusive of the following, which you must pay in addition:

- (a) **Disbursements.** We may instruct third parties (such as barristers, enquiry agents and any other experts,) to provide services to you or we may pay official fees or carry out searches for you. You will be responsible for associated charges and costs (disbursements). Your engagement letter will include an estimate of disbursements.
- (b) **Expenses.** In addition to our fees, we charge you our expenses which may include the costs of travel, document production (scanning, photocopying, binding), payment transfers, and courier fees.
- (c) **VAT.** VAT on our fees and, where applicable, on disbursements and expenses, unless expressly stated otherwise. VAT is currently chargeable at 20%.

6.5 **Payments on account.** We normally hold some money from you as security against non-payment of our charges (fees, disbursements and expenses) until a matter is concluded. We can require you to pay an appropriate amount on account before we start work and to top it up from time to time. We are not obliged to use such money to pay our bills, but we can do so.

7. Our invoices

7.1 **When we invoice you.** We invoice you regularly and on completion of your matter or at the intervals indicated in your engagement letter. We may raise an interim statute invoice. Statute invoices are final for the period they cover and your rights to challenge them are time limited. All statute invoices (whether interim or final) will be marked accordingly.

7.2 **We can invoice disbursements and expenses at any time.** We can invoice you for disbursements and expenses for any period at any time, even after we have invoiced our fees for that period.

7.3 **Payment is due on receipt and we charge interest on late payments.** Our bills are payable when you receive them. We charge interest on unpaid bills at a rate of 4% above the Bank of England's base rate. Interest will begin to run before securing judgment.

7.4 **You are responsible for our charges, even if you have third party funding.** Even if someone else has agreed or been ordered to pay our charges (fees, disbursements and expenses), or you expect this to happen, you are still responsible for paying us. This includes where you are claiming back part or all of our charges from an opponent in litigation.

- 7.5 **Multiple clients are jointly and severally liable for our bills.** If we are instructed by more than one person, then we can require any of those persons to pay our bills in full (joint and several liability).
- 7.6 **How to complain about our bills.** To complain about an invoice, please follow our complaints procedure (see *paragraph 13*). You can also ask the court to assess our bill of costs under Part III of the Solicitors Act 1974, subject to certain time limits and conditions.
8. **How we hold your money and pay you interest on it**
- 8.1 **Where we hold your money and associated risks.** We may hold money on your behalf in our client account at the firm's bank. We are not responsible for any loss resulting from the failure of any bank. Our client account is in England and Wales and is covered by the Financial Services Compensation Scheme (FSCS). The FSCS only covers a maximum of £85,000 held by you in the clearing bank used by the firm, whether within our client account or otherwise and eligibility conditions apply. For more information visit the FSCS website www.fscs.org.uk.
- 8.2 **Interest on money we hold for you.** We pay you interest on your money held in our client account as follows:
- (a) The rate of interest at any time is specified on our website and accrues on cleared funds only. Interest is compounded quarterly.
 - (b) We pay interest at the end of a matter, unless an interim payment is appropriate because we have held your money for an unusually long period of time.
 - (c) We do not pay interest in certain situations, including those set out below (for more information on when we pay interest contact the partner responsible for your matter):
 - (i) where the interest accrued is less than £20; or
 - (ii) on money held to pay disbursements.
9. **How we limit our liability to you**
- 9.1 **Liabilities not excluded.** Nothing in these terms limits any liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot legally be limited. Where you are an individual who is not instructing us in connection with your business (a consumer) and the matter is contentious (it involves a dispute with a third party), we do not exclude our liability to you for our negligence.
- 9.2 **Exclusion of indirect and consequential loss (business customers only).** Subject to paragraph 9.1, if you are a business, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this agreement for any indirect or consequential loss.
- 9.3 **Losses we are not liable for.** Subject to paragraph 9.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this agreement for any loss arising as a result of:

- (a) our complying with our legal and regulatory duties, such as delays or disclosures arising in the context of compliance with anti-money laundering or crime prevention legislation;
- (b) errors or defects in third party services instructed by us on your behalf or used by us in the provision of services to you, provided we use reasonable skill and care in selecting and appointing those third parties (see paragraph 3.3);
- (c) circumstances beyond our reasonable control (see paragraph 3.4);
- (d) loss or damage caused by email use, provided we have taken reasonable security measures (see paragraph 5.1); or
- (e) failure of any bank (see paragraph 8.1).

9.4 **Limits on our liability where other advisers are also responsible (business customers only).** Subject to paragraph 9.1, our liability to you shall be reduced to the extent we can prove that you would have been able to recover a contribution pursuant to the Civil Liability (Contribution) Act 1978 from another adviser on the same matter. That contribution shall be assessed on the basis that the advisers contracted with you on broadly the same terms as we have, did not exclude or limit their liability to you, and were able to pay the sums due to you in full.

9.5 **Caps on our liability.** We may agree with you a liability cap for any given matter. This will ordinarily be agreed in our engagement letter before beginning work on the relevant matter. We will not cap our liability below the minimum amount of the professional indemnity insurance cover solicitors must have in place to insure against mistakes, currently £3 million. Where a liability cap is agreed, it will apply to our aggregate liability to both you and to any other client for whom we are instructed in that matter. Subject to paragraph 9.1, the cap will apply whether the liability arose in contract, tort (including negligence), for breach of statutory duty or otherwise and whether it arises under or in connection with this agreement.

10. **No claims against our staff.**

10.1 Services are provided by our staff for and on behalf of Huntley Legal Limited. Our staff do not assume any personal responsibility to our clients in relation to work carried out under these terms and any personal liability of any member of staff is therefore excluded. Any claims must be brought against Huntley Legal Limited. You agree not to bring any claim (including in negligence) against any employee or member of our staff including principals (that is members) as individuals in their personal capacity in connection with any loss or damage suffered in connection with our services. If you do bring a claim against any of our staff, they can rely on our agreement, including its limitations of liability.

11. **How you and we can terminate our agreement**

11.1 **You and we can terminate this agreement.** You may terminate your instructions to us at any time by telling us in writing. We can also stop acting for you, if we have reasonable grounds to do so, for example because you have broken our agreement by not giving us timely instructions or paying our invoices on time. We can also stop acting for you if the solicitor-client relationship of trust and confidence has broken down, if we discover a conflict of interest, if to proceed would otherwise be contrary to legal or regulatory duties, if the risk profile for your case has significantly changed or if you

experience an insolvency event. We will write to you explaining our decision, giving you as much notice as possible.

- 11.2 **Payments on termination.** If you terminate your instructions or we stop acting for you, you must pay our charges (fees, disbursements and expenses) incurred up to the point of termination, as well as any charges we incur after termination, for example in transferring your file to another adviser or removing ourselves from the court record.
- 11.3 **We can retain your documents until you pay.** If you do not pay our invoices on time, we can retain documents, deeds and other items relating to any matter we are working on for you until you have done so (subject to such information that may be available to you under data protection laws). This is called exercising a lien over the items.

12. How you can use our advice and how we handle your documents

- 12.1 **Intellectual property rights.** We retain all intellectual property rights in the advice which we provide and the documents which we prepare, but permit you to make use of such work for the purposes of your particular matter only.
- 12.2 **Treatment of your documents on completion.** Unless we agree to the contrary we will not retain long term custody of any hard copy original documents for our clients and with few exceptions manage all of our records electronically. When your matter completes or we stop acting for you, unless you request the return of any documents you have supplied to us, we will retain them for as long as we deem necessary for legal and regulatory reasons and then destroy them.

13. Our legal status, how we are regulated and our insurance

- 13.1 **Our legal status and VAT details.** We are a private limited company registered in England and Wales with company number 7548778. Our registered office is at 3 Shortlands, Hammersmith, W6 8DA. We may from time to time use the word "partner" to refer to a senior staff member but this does not mean that they are necessarily a director of the company.. Please check our website for a full list of our directors. Our VAT number is 114 6410 51.
- 13.2 **How we are regulated.** We are a firm of solicitors authorised and regulated by the Solicitors Regulation Authority (SRA) and our legal services under this agreement are regulated by the SRA. Our SRA number is 558496. You can find out more about the SRA and view the professional rules which apply to us on the SRA website.
- 13.3 **Our ability to provide financial services.** We are not authorised by the Financial Conduct Authority. However, solicitors are able to provide certain financial services incidental to their legal work while regulated by the SRA.
- 13.4 **How we are insured.** As required by our professional rules, we maintain professional indemnity insurance to protect clients in the unlikely event of a mistake being made in a case. Contact details and details of the territorial coverage for our professional indemnity insurers are available on request from the individual handling your case.

13.5 **SRA Compensation Fund.** The SRA Compensation Fund provides certain protection if a solicitor fails to pay money owed to a client or is dishonest. We do not anticipate any such problems arising in your matter but if you would like to learn more about the SRA Compensation Fund you can do so on the SRA website at www.sra.org.uk/consumers/compensation-fund.

14. Complaints and other concerns

14.1 **Our complaints process.** We hope that you are happy with the service we provide. If at any stage you have concerns or wish to make a complaint, inform the person handling your matter straight away about the nature of your concern. If you do not feel comfortable speaking with the individual handling your matter, then you can contact the complaints director identified in your letter of engagement directly. If the person handling your matter cannot promptly resolve your concerns, then it will be dealt with as a formal complaint under our complaints policy, a copy of which will be provided upon request. This process involves an investigation of the concerns by a senior member of our firm. We will then write to you within eight weeks setting out our final response to the complaint and how you can pursue your concerns further if you do not agree with our proposed resolution or outcome.

14.2 **Alternative dispute resolution.** Alternative dispute resolution bodies such as Ombudsman Services, ProMediate and Small Claims Mediation can deal with complaints about legal services. If we agree to use such a scheme, we will inform you when notifying you of our final response to your complaint.

14.3 **Complaining to the Legal Ombudsman.** Consumers and smaller organisations may be entitled to complain to the Legal Ombudsman about our service if they remain dissatisfied. The Ombudsman would generally expect clients to follow a firm's internal complaints procedure first. The Legal Ombudsman may exercise discretion to consider complaints out of time in certain circumstances. However, complaints to the Ombudsman should normally be made within six months of receiving our final response to your complaint and no more than one year from the date when the problem arose or, if you were not initially aware of the problem, within one year of the date when you should reasonably have known that there was cause for complaint. You can find further information about the Ombudsman on their website www.legalombudsman.org.uk. You can write to the Ombudsman at Legal Ombudsman, PO Box 6167, Slough, SL1 0EH, or by email on enquiries@legalombudsman.org.uk, or call on 0300 555 0333.

14.4 **Reporting professional misconduct to the SRA.** The Legal Ombudsman deals with concerns about the level of service which a client has received. Clients can report suspected professional misconduct to the SRA. Examples of professional misconduct include dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can find out how to do this at www.sra.org.uk/consumers/problems.

15. Confidentiality

15.1 **When we may use and disclose your confidential information.** We will keep confidential information we obtain through our services confidential, but we reserve the right to use and disclose it to:

- (a) deliver those services, which may include storing confidential information on our computers, in our email and in the cloud;

- (b) comply with the law, including by performing conflicts of interest checks for new cases against a list of current and former clients, reporting suspicious activity to the National Crime Agency if we suspect money laundering and responding to freedom of information requests; and
- (c) comply with requests by regulators and other competent authorities, such as audits by the SRA.

16. Data protection

- 16.1 **Our privacy policy.** For information about how we deal with your personal information, see our privacy policy as published on our website.
- 16.2 In some cases, we may hold more sensitive information about an individual such as about health. This may be necessary to pursue your legal matter. We are permitted to use such information to provide legal advice to you or in connection with equality legislation.
- 16.3 You can withdraw consent to your information being used in a particular way, but this may limit what more we can do for you (if anything).
- 16.4 As a client we may in the future send you a newsletter or similar. We find that most clients find this helpful. We rely on the legitimate interest we have in maintaining contact with former clients to do this in compliance with data protection law and your agreement for the purposes of the Privacy and Electronic Communications Regulations 2003 (which can be implied under these regulations). However, we will never share your information with third parties to market to you and will not contact you about non-legal services. We will make it quick and easy for you to opt out of future communications in every communication we send. If you already know that you do not want to receive these messages you can opt out now by emailing us at info@huntleylegal.co.uk
- 16.5 Your information may be kept on computer servers within the UK or the European Union. If at any point information is stored on computer servers outside of the UK or the EU, we will have selected countries which are either approved for this purpose under relevant data protection legislation or are located where we are happy that the safeguards in place in that country to protect your information are appropriate under such legislation.
- 16.6 We do not use your personal information to make automated decisions which affect you.
- 16.7 Generally speaking we will not share your information with third parties unless this is part of the work on your legal matter. For example, lawyers frequently may need to send certain information about clients to other lawyers working on the matter, to court or to government bodies. In rare circumstances we sometimes need to make reports of suspicious activity to the National Crime Agency. We also work with some trusted contractors or consultants who may have access to your information, such as service providers or copiers. All contractors have a contract with us which requires that your information be accessed appropriately and kept confidential (among other data protection requirements). Similarly, we may occasionally need to share client matter information with our professional indemnity insurers and their advisers. If you instruct us jointly with another client it will be necessary to share certain information relevant to you with the corresponding joint client in order to fulfil your instructions to us.

- 16.8 We do not offer any custody service in relation to hard copy original documents, and manage the bulk of our documents and records in electronic form only. We reserve the right to destroy non-original material at any time after the conclusion of your matter, we generally retain files for a period of six years after payment of the final bill and destroy them thereafter. At the end of a case, original documents will be returned to you but, if we both agree, we may retain certain originals for a longer time period. We will also always keep a small amount of information after file closure to do conflicts of interest searches in the future to comply with our professional duties.
- 16.9 We do normally have a right to payment of any outstanding costs before releasing a whole file to you but individuals may arguably have a separate right under the UK data protection legislation to access certain personal data without charge. This may include having it in a particular electronic format (portable format).
- 16.10 Our general contact details are set out in our letter of engagement and the contact details for our information officer can be found on our website. Contact this individual if you want to exercise one of your data protection rights and in particular if you:
- (a) wish to complain about how your personal data is being used; or
 - (b) wish to request that our records about your personal information be corrected or deleted.
- 16.11 While we are regulated as a firm of solicitors by the SRA, if you have a complaint about how your personal information is being used which we have not been able to address you may also be able to make a complaint to the Information Commissioner's Office (ICO) directly. You can learn more about the ICO and personal data rights from the ICO's website www.ico.org.uk.
- 17. Anti-money laundering and financial crime procedures**
- 17.1 **How we verify your identity and check your credit rating.** As a firm of solicitors, we must comply with different legal and regulatory requirements aimed at preventing crime. You agree to co-operate with us in order to verify your identity, your business structure, organisation history and sources of income, wealth and funds, and other matters relevant to discharging our legal and professional duties in this respect. We generally arrange this through an external supplier who will provide you with an online link through which you can provide verification documents and a "selfie" for comparison with your identification documents. This process can involve disclosure of more personal information such as bank statements and evidence of income. If it is not possible to attend our offices, lawful alternatives will be considered with you. We may check your credit rating.
- 17.2 **Reports to the National Crime Agency.** If we have to report information about you or your matter to the National Crime Agency we may be prevented by law from informing you of this fact. If this happens we can stop work on your matter and withhold your money without notice or explanation to you, until the issue is resolved.
- 17.3 **We do not accept cash.** Strict limits apply to how we operate our client account (used to hold money on a client's behalf in connection with a legal transaction). We do not accept cash. We cannot offer a banking facility and there are limits on how funds can be paid into and out of our client account.

18. Other important terms

- 18.1 **Nobody else has any rights under this contract, except our staff.** This contract is between you and us. Other than our staff (see paragraph 9.6), nobody else has rights under it or can enforce it. Neither of us will need to ask anybody else to sign-off on ending or changing it.
- 18.2 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 18.3 **These terms are governed by English law and you can bring claims against us in the English courts.** These terms are governed by English law and you can bring claims against us in the English courts. If you live in Scotland, you can bring claims in either the Scottish or the English courts. If you live in Northern Ireland, you can bring claims in either the Northern Irish or the English courts.