Terms of Business

V.August 2024

LOCKINGS SOLICITORS
UNLOCKING LEGAL SERVICES

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1. Lockings Solicitors

1.1 Lockings Legal Services Limited ('Lockings') is a limited company licensed body (also known as an alternative business structure) with the trading name Lockings Solicitors :

(a) Head Office: St. Marys Court, Lowgate, Hull, HU1 1YG

(b) Company Registration Number: 09244568

(c) Phone Number: +44 (0) 1482 300 200

(d) Fax Number: +44 (0) 1482 300 299

(e) Web Site: www.qualitysolicitors.com/lockings

(f) Value Added Tax ('VAT') number 282 2447 58

(g) Authorised and Regulated by the Solicitors Regulation Authority (head office number 626081)

1.2 In these Terms of Business all first person terms such as 'we', 'us' and 'our' refer collectively to Lockings. Your Agreement is with the company and not with any employee of the company.

1.3 We are bound by various professional rules of conduct (contained within the SRA Standards and Regulations) which can be viewed at https://www.sra.org.uk/solicitors/standards-regulations/ or by writing to 'Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN' or calling the Solicitors Regulation Authority's contact centre on 0870 606 2555 (inside the UK), 08:00 to 18:00, Monday, Wednesday, Thursday and Friday or 09:30 to 18:00 on Tuesday.

1.4 A list of our directors is available for inspection at all our offices

1.5 The SRA's Indemnity Insurance Rules in force from time to time require us to take out and maintain professional indemnity insurance with participating insurers. Information about the compulsory layer of professional indemnity insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our Head Office.

2. Third Party Introducers

2.1 Lockings has professional relationships with a number of third party organisations who may pass details of potential client enquiries onto Lockings in order for Lockings to provide legal services directly to the client.

2.2 Lockings may pay a fee to such introducers but when this occurs the amount of such payment will be clearly identified in our client care letter which accompanies these terms and conditions.

2.3 Lockings is committed to providing all clients with independent advice regardless of whether they have been referred through an introducer.

2.4 All introducers of work to Lockings are obliged to comply with the SRA Standards and Regulations. Therefore, if you feel that you have been a victim of 'cold calling' or that any publicity relating to Lockings or the introducer has been misleading then please make your advisor aware.

3. Terms of Business

3.1 These Terms of Business may not be varied unless agreed in writing and signed by a Director. They should be read in conjunction with our Engagement Letter which sets out the basis on which we act for you and any documents referred to in that letter, including any other agreements we may enter into with you. Together these form the 'Agreement' between us relating to each matter on which we advise you.

3.2 These terms, including the limits on our liability, shall apply to all work done by us for you (and any work to be done in the future) unless we otherwise notify you in writing.

3.3 If any term of this agreement is inconsistent with our legal obligations under the relevant laws then the relevant laws shall apply instead of those terms.

4. Excluded Advice

4.1 We do not advise on the laws and regulations of jurisdictions other than England & Wales (which for these purposes includes the law of the European Union as applied in England & Wales).

4.2 Whilst we have a degree of understanding of taxation relevant to an individual or corporate entity or value added tax or other taxation, we are not qualified to give any taxation advice in any form and you should take the professional advice of a taxation accountant or your own accountant. If you authorise us to proceed with the transaction, we will proceed on the basis you have sought appropriate professional advice. If you wish us to help you appoint an appropriate accountant please ask.

4.3 We do not advise on competition law, nor do we provide financial advice generally, or comment upon the commercial viability of any transactions upon which we advise.

5. Your Duty to Retain and Preserve Documents

5.1 If now, or at any time in the future, any matter on which we act for you is the subject of formally contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way (however slight you believe the connection may be), as your position in such proceedings could be seriously compromised if you do so.

6. Copyright

6.1 Unless we agree otherwise, all copyright which exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.

6.2 If you use such documents for any purpose other than that for which they were created we are not responsible to you for any losses that you may suffer as a result.

6.3 Unless otherwise required by law or court order, you agree not to make our work, documents or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them.

7. Client Satisfaction

7.1 We operate strict client care and quality policies and always aim to provide you with the highest level of legal expertise and to be available, approachable, understandable, prompt and courteous.

7.2 We will keep you informed about all important developments in your case and we will respond to your letters, emails and telephone calls promptly and efficiently.

7.3 The majority of our clients are very happy with the service we provide them, but in the event that you have any cause for concern, including about a bill, then please be aware that you are entitled to make a complaint, and that you can do so by contacting our designated Complaints Manager, Andrew McBirnie. We take all feedback from clients seriously and operate a Complaints Handling Procedure, a copy of which is available upon request.

7.4 We are usually able to deal with any concerns you have promptly and to your satisfaction, but if this is not the case you can contact the Legal Ombudsman who investigates complaints about service issues with lawyers. 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 under our internal complaints handling procedure.

7.5 Ordinarily, you cannot use the Legal Ombudsman unless you have first attempted to resolve your complaint using our internal Complaints Handling procedure, but you will be able to contact the Legal Ombudsman if:

(a) we haven't resolved the complaint to your satisfaction within eight weeks of you first making the compliant to us.

(b) The Legal Ombudsman decides that there are exceptional reasons why the Legal Ombudsman should consider your complaint sooner, or without you having to use our internal Complaints Handling Procedure first; or

(c) The Legal Ombudsman considers that your complaint cannot be resolved using our internal Complaints Handling Procedure because the relationship between you and us has broken down irretrievably.

7.6 You should also be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.

7.7 A complainant to the Legal Ombudsman must be one of the following:

(i) An individual;

(ii) A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);

(iii) A charity with an annual income less than £1 million;

(iv) A club, association or society with an annual income less than £1 million;

(v) A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

7.8 If you are not, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

7.9 Legal Ombudsman Contact Details

Address:	PO Box 6167, Slough, SL1 0EH
Telephone:	0300 555 0333
Email:	enquiries@legalombudsman.org.uk
Website:	www.legalombudsman.org.uk

7.10 Lockings is committed to ensuring that all Directors, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against the firm.

7.11 If your complaint does not relate to poor service but you believe the firm has breached one of the Solicitors Regulatory Authority Principles or if the firm has closed and you believe the firm owes you money, then you may complain to the Solicitors Regulatory Authority.

7.12 Solicitors Regulatory Authority Contact Details

Address:	The Cube, 199 Wharfside Street, Birmingham, B1 1RN
Email:	report@sra.org.uk
Website:	www.sra.org.uk

8. Fees

8.1 Fixed Fee Services

(a) Where our Engagement Letter states that we are charging on a fixed fee basis, additional services may be provided on request and (unless otherwise agreed by us in writing) will be charged at

our standard hourly rates as set out in our Engagement Letter plus expenses (if any) and VAT.

9. Hourly Rate Services

9.1 Where our Engagement Letter states that we are charging on an hourly basis, the hourly rate varies according to the experience and expertise of the person dealing with the matter. The rates which apply to each matter are set out in our Engagement Letter.

9.2 The time spent on your matter for which you will be charged includes meetings with you and others, travelling, waiting, researching and considering, writing and receiving correspondence, making and receiving telephone calls, preparing and working on documents, and making file notes.

9.3 The time spent on your matter is recorded as units of one tenth of an hour. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.

9.4 On or around the 1st April each year, we review our hourly rates. We will notify you in writing of any increase.

9.5 We will add VAT to our fees at the rate that applies when the work is done.

10. All Services

10.1 All expenses which we incur in working on your matter will be payable by you in addition to our fees. Examples of these expenses include Land Registry and Companies House fees, search fees, stamp duty (and similar taxes), fees charged by experts, agents, couriers and barristers, court fees, travel expenses and subsistence, faxes, international telephone calls, use of on-line databases and additional telegraphic transfer fees. VAT is payable on certain expenses, which you will need to pay in addition.

10.2 We will usually submit bills monthly but may choose to submit bills at other intervals during the course of working on your matter. We may also submit a bill on or at any time after conclusion of the matter or at the end of this Agreement. Our bills are payable when they are submitted to you. All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.

10.3 We may also ask you at any time to pay money in advance of any fees and expenses being incurred by us (known as 'payment on account'). If we ask you to make a payment on account, we will not be obliged to undertake any further work on your matter until you have made that payment (and if you do not make the payment we may cease acting for you).

10.4 Where we decide to extend credit to you by carrying out urgent work on your matter after the money you have paid on account has all been used, you agree to remain liable for our fees regardless of whether or not we give you advance notification that we are going to extend credit to you.

10.5 It is your responsibility to tell us when first instructing us if you have any form of insurance cover (such as legal expenses insurance) that you think will pay our fees. You must also tell us when first instructing us if there is a third party who may pay our fees. If a third party agrees to pay all or part of our bills, you will remain responsible to us for payment until those bills have been paid in full.

10.6 If we are advising more than one person (usually individuals, companies or other entities) we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills will nevertheless be payable in full by all other persons we act for under this agreement.

10.7 If you are instructing us jointly in relation to any matter it is your responsibility to tell us at the outset of the Agreement if you require more than one person to give us instructions in relation to that matter. Otherwise, we will accept instructions from any one person and will not be responsible to any other person for any losses they may suffer as a result.

10.8 If you are a company or other commercial entity it is your responsibility to tell us at the outset of the Agreement if you require more than one Director (or equivalent) to give us instructions.

10.9 If we do not receive prompt payment of any bill, then:

(a) We may charge you interest (on a daily basis) on the unpaid element of the bill at the rate payable on judgment debts (the current rate at the date of this agreement being 8% per year) from the date of the bill until payment, unless it is determined that you do not have to pay that element;

(b) We may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you; and

(c) We may retain any papers or documents belonging to you, together with our own records.

10.10 Should you make a payment by way of cheque or credit card and that payment subsequently not be honoured then Lockings will inform you in writing and request funds be made available for the payment to be re-presented. Lockings reserves the right to charge you a fee for administration and any charge imposed by the bank for re-presenting your payment. Until such time as the payment is cleared into our accounts the provisions of clause 10.9 may apply.

10.11 If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill.

10.12 Where we hold money for you, whether because you have made a payment on account or we otherwise receive funds on your behalf, we may use this money toward payment of our bills. We will always advise you when this is being done. If we take any security for our fees, whether from you or any third party, this shall not affect any rights we have (or which we may have) to retain your papers.

10.13 If you wish to make a complaint about one of our bills, you may do so by using the firm's Complaints Procedure (copy available on request). You may also have a right to object to a bill by making a complaint to the Legal Ombudsman and/or applying to the court for an assessment of the bill under part III of the Solicitors Act (1974). The contact details for the Legal Ombudsman can be found at clause 7.9.

11. Storage of Documents and Deeds

11.1 We retain all documents relating to your matter (other than any documents which are in your possession or returned to you) for at least six years from the conclusion of our involvement in the matter. You agree that we may destroy them after that time. We will not destroy documents you ask us to deposit in our deeds store.

11.2 We treat a Will or Lasting Power of Attorney (LPA), differently to other documents as mentioned above as it is crucial that these very important document(s) is (are) stored securely to protect against damage such as from fire or flood. To facilitate this, you may opt for us

to retain these documents at our secure storage facility for an annual fee of £16.66 plus VAT per document or a single one-time fee of £50 plus VAT per document. Where a financial and health and welfare LPA are completed at the same time these will be treated as single document for these purposes.

11.3 If you ask us to retrieve documents from storage there is a charge, which is normally £25 plus VAT for each matter, although we will not normally charge that fee if we retrieve documents to enable us to carry our further work for you. We will charge, however, for any work necessary to comply with instructions given by you in connection with retrieved documents. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at the relevant time and those charges will be applied on the same basis set out in clause 9.

12. Financial Services

12.1 The Law Society of England and Wales is a designated professional body under Part XX of the Financial Services and Markets Act 2000 which means that we may carry on certain regulated activities without being regulated by the Financial Conduct Authority. This means that we may be able to provide limited financial services to you where such services arise out of, or are complementary to, the provision of legal services.

12.2 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. The contact details for the Solicitors Regulation Authority can be found at clause 1.3 and the contact details for the Legal Ombudsman can be found at clause 7.9.

12.3 The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).

12.4 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 mediation 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk.

12.5 Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.

12.6 You hereby agree to provide us with details of any relevant existing insurance policies you may have and you agree that we shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

13. Limitation of Liability

13.1 You agree that the limitations on our liability as set out in this agreement are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of professional indemnity insurance. We are, however, happy to consider options to increase these limitations, should you so require (which may result in an increase to our fees).

13.2 We will undertake the work relating to your matter with reasonable skill and care.

13.3 We accept liability without limit for the consequences of fraud by us or any of our directors or employees which is affected in their capacity as Directors, Consultants or Employees and for any other liability which we are not permitted by law or rules of professional conduct to limit or exclude.

13.4 If any part of this agreement which seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.

13.5 We will not be liable under this agreement or laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party. However, where any failure by us to identify any such false, misleading or incomplete information (or any failure by us to inform you that we have identified such information or any failure to act on your resulting instructions) constitutes negligence then we shall, subject to the other provisions of this agreement, remain liable for such failure.

13.6 Despite anything else contained in this agreement, we are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws or professional rules. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations or our professional rules.

13.7 Except as stated above, the total aggregate liability of Lockings to you under or in connection with this agreement (including any addition or variation to it), whether for breach of contract, negligence, breach of statutory duty, or otherwise, shall not exceed £3,000,000.00 (three million pounds).

13.8 Where we are instructed jointly by more than one party, the limit on our liability applies, in total, to all of you collectively (including anyone claiming through you or on your behalf).

13.9 You agree that you will not bring any claims or proceedings in connection with this agreement against our employees personally, unless (and to the extent that) you are otherwise permitted to do so by law or our professional rules. Our employees may enforce this clause even though they are not parties to this agreement (but despite having such rights, this agreement may be varied or ended without their consent).

13.10 Proceedings in respect of any claim against us must be commenced within two years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action and in any event no later than five years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.

13.11 If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you the portion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the portion which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.

13.12 If we are liable to you and any other party or parties would have been found liable to you together with us in respect of the same claim if either:

(a) You had also brought proceedings or made a claim against them; or

(b) We had brought proceedings or made a claim against them for a contribution towards our liability,

then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.

13.13 Nothing in this agreement excludes or limits the liability of Lockings Solicitors for:

(a) Death or personal injury caused by negligence;

(b) Fraud or fraudulent misrepresentation; or

(c) Any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

14. Deposit of Client Money

14.1 Unless otherwise agreed by us in writing, if we receive any sums to hold on your behalf (whether received directly from you or from a third party) then we may deposit such money into an account or accounts with any bank or financial institution (a "deposit provider" which expression shall include bank, financial institution or clearing house through which transfers are made) of our choosing. We confirm that we comply with any applicable laws and any applicable rules of a regulatory authority in respect of the making of any such deposits.

14.2 We shall not be liable for any loss which you or any third party may suffer in connection with an Insolvency Event occurring in relation to any deposit provider with whom we have deposited funds or through whom transfers are made, save if and to the extent that any such loss was caused by or contributed to by any breach by us of clause 14.1.

14.3 An "Insolvency Event" means:

(a) Any deposit provider is unable or admits inability to pay its debts as they fall due (or is deemed to be or declared to be unable to pay its debts under applicable law), suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

(b) The value of the assets of any deposit provider is less than its liabilities (taking into account contingent or prospective liabilities);

(c) A moratorium is declared in respect of any indebtedness of any deposit provider;

(d) Any corporate or government action, legal proceedings or other procedure or steps taken in relation to:

i. The suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any deposit provider;

ii. A composition, compromise, assignment or arrangement with any creditor of any deposit provider;

iii. The appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any deposit provider or any of its assets;

iv. Enforcement of any security interest (however so described) over any assets of any deposit provider; or

v. The prevention or restriction (whether by way of freezing order or otherwise) of a deposit provider's ability to dispose of, deal with or diminish the value of its assets or any of them;

(e) Any event analogous to those set out above occurs in any jurisdiction in respect of any deposit provider.

14.4 If an Insolvency Event occurs in relation to any deposit provider which holds money that we have deposited on your behalf, you agree that we may where applicable disclose to the Financial Services Compensation Scheme ("FSCS") all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. However, if you do not wish us to make any such disclosure, please notify us in writing addressed to Andrew McBirnie (our Data Protection Compliance Officer). Please note that by withholding consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS where an Insolvency Event occurs in relation to a deposit provider holding money which we have deposited on your behalf. Compensation for deposits is limited to £85,000 for any individual's total deposit is with that service provider, including your personal finances. Further information regarding the FSCS can be found at www.fscs.org.uk, telephone number 020 7892 7300.

15. Interest Payments on Client Money

15.1 In accordance with the SRA Accounts Rules, we will pay a fair sum of interest to clients or third parties on any client money held money held by us on their behalf. Such sums will be paid before deduction of tax, and it is the recipients responsibility to declare interest received to HMRC.

15.2 Our policy seeks to provide for a fair and reasonable outcome for both our clients and this practice.

15.3 The firm's Compliance Officer for Finance and Administration is responsible for this policy on interest and shall review this policy on at least an annual basis.

15.4 The rate of interest available on client accounts may be lower than the rate of interest which can be obtained on other bank or building society accounts. This reflects the fact that immediate access is required to client accounts in order to comply with the SRA Accounts Rules and to facilitate the smooth completion of transactions. It is therefore unlikely that the funds will attract as much interest as if you had invested those funds yourself. Interest is calculated on a daily basis using the rates applicable to the Instant Saver Account operated by Barclays Bank Plc (or an equivalent).

15.5 For all cleared funds paid into general client accounts, the practice shall account for interest unless one of the following circumstances applies:

(a) The amount of interest calculated on the balance held is £50.00 or less.

(b) The client/third party money was held for a period of seven working days or less.

The exclusions above shall not apply if doing so would conflict with our obligations as a trustee of a trust, donee of a power of attorney, Court of Protection deputy etc.

15.6 All other clients shall be paid interest from time to time, unless there are specific circumstances which lead the client to contract out of the

right to receive interest payments (for example where the client agrees the practice may keep interest payments to remunerate the practice for acting as stakeholder in the transaction or where the client's religious beliefs prohibit the receipt of interest). Again, interest will not be paid if the amount is less than £50.00 and/or the money was held for a period of seven working days or less.

15.7 In certain circumstances a separate designated client account will be opened on behalf of clients/third parties. All interest arising from funds held in separate designated client accounts will be credited to the client/third party.

15.8 Where sums of money are held in relation to separate matters for the same client, the money relating to the different matters shall be treated separately unless it is fair and reasonable in the circumstances to consider the sums together.

15.9 Interest will not accrue on any advances from the practice to fund a payment on behalf of a client or trust in excess of funds held for that client or trust or on money we are instructed to hold outside a client account in a way that does not attract interest eg cash held in a safe

15.10 Where a client fails to present a cheque to his or her bank for payment, we will not recalculate any amount due to the client unless it is fair and reasonable to do so, for example if the cheque has been sent to an incorrect address.

15.11 We will usually account to you for interest arising under our policy at the conclusion of your matter, but might, in some cases, consider it appropriate to account to you at intervals throughout.

16. Confidentiality, Privacy & Data Protection

16.1 We keep information passed to us confidential and will not disclose it to third parties except as authorised by you or required by law. In certain circumstances the law requires us to disclose information relating to you (for example, payments of interest earned on a clients' account may have to be disclosed under the EU Savings Directive). If on your authority we are working with other professional advisers or lawyers, we will assume that we may disclose any relevant aspect of your affairs to them.

16.2 We may in some cases consult credit reference agencies in order to assess your creditworthiness. If you are an individual, we require your consent before we do this. Details of the credit agency we use are available on request. We have procedures designed to ensure that personal data is used only by appropriately authorised and trained personnel and to safeguard such information against accidental loss or unauthorised disclosure. We will keep that information strictly confidential unless otherwise required by law or court order.

16.3 Where we act for you and your lender we have a duty to fully reveal to your lender or HM Revenue and Customs all relevant facts about your purchase, your mortgage and what makes up the purchase price in order to fulfil our contractual obligations to you in progressing your case. This includes any difference between your mortgage application and information you or we receive during the transaction including any cash back payments or discount schemes or other incentives that the seller is providing or allowing or giving to you. Failure to disclose to us or to your lender, the true purchase price or any additional contributions or allowances that you may be receiving as part of the purchase price may be considered as an attempt to commit fraud. If we become aware of such a failure to disclose or that you have deliberately provided misleading information then we will cease acting for you and may be required to report you to the appropriate authorities.

16.4 You must disclose all information which may affect your liability for stamp duty land tax or other stamp duty (duty). If you fail to disclose all information (and if in doubt please disclose it as it can be discounted if it is not relevant) you must accept full liability for any penalties or action or other proceedings that any authority may take against you for failing to disclose information which resulted in a duty or greater liability to pay such duty.

16.5 During the course of the firm's work it may be necessary to discuss your case with cost specialists, experts or counsel in order to fulfil our contractual obligations to you in progressing your case.

16.6 Where you provide us with fax or computer network addresses for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

16.7 The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted.

16.8 We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.

16.9 We promise to respect the data we hold on you so that we can fulfil our contractual obligations to and to provide you with legal services. All information that we hold concerning you as an individual will be held and processed by us strictly in accordance with the provisions of the Data Protection Legislation.

16.10 We will not, without your consent, supply your name and address to any third party except where:

(a) It is necessary to fulfil our contractual obligations as part of the legal services that we undertake; or

(b) We are required to do so by law or our professional rules.

16.11 The firm may become subject to periodic checks by Law Society approved Consultants and/or Assessors. This could mean that your file is selected for checking. All such checks are conducted by individuals who have provided the firm with a Confidentiality Agreement. In order to comply with this process we are relying on the 'legitimate interests' basis for processing your data as we believe that you would reasonably expect these reviews to take place and for this to be an appropriate method to ensure our high standard for your and other client's work. We believe there to be minimal privacy impact as all inspections are conducted in confidence. If you do not want us to make your file available for checking you must notify us immediately and we will mark your file accordingly. If you refuse to give us consent to checks, your refusal will not affect the way your case is handled in any way.

16.12 If you are an individual, you have a right under the Data Protection Legislation to obtain information from us, including a description and copy of the data that we hold on you. Should you have any queries concerning this right, please contact Andrew McBirnie (our Data Protection Compliance Officer).

16.13 We may correspond with you by email unless you advise us in writing that you do not wish us to do so. You acknowledge that email may not be secure. Email will be treated as written correspondence and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given. You consent to us monitoring and reading any email correspondence travelling between you and any mail recipient at Lockings.

16.14 We will aim to communicate with you by such method as you request. More often than not this will be in writing, but may be by telephone if it is appropriate. We may need to virus check disks or e-mails, but unless you withdraw consent we may communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.

17. Referrals to Third Parties

17.1 If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. If we recommend that you use a particular firm, agency or business that can only offer products from one source, we shall notify you in writing of this limitation. We will account to you for any commission that we receive from any particular firm, agency or business that we recommend you use.

17.2 If we recommend that you use a particular firm, agency or business, we shall not be liable to you for any advice you may be given by that firm, agency or business and you are advised that if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the Solicitors Regulation Authority or of the SRA Code of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the Solicitors' Compensation Fund.

18. Hours of Business

18.1 Our office is open between 9.00am and 5.00pm, Monday to Friday, excepting bank holidays. We do not provide an out of office or emergency service to clients. The person responsible for your matter may, at his or her absolute discretion, provide you with a mobile telephone number, and may endeavour to take your telephone calls outside of office hours, but nothing he or she says should be interpreted as an agreement to routinely deal with your matter or to take your telephone calls outside of office hours.

19. Costs & Funding: Litigation/Contested Matters

19.1 Lockings recognises the need for flexibility in funding litigation, particularly where there is a possibility that you will have to contribute to the other side's legal costs and expenses. At the outset we will investigate with you the best way of paying for your legal representation. Any litigation matter will proceed under the Litigation and Dispute Resolution Terms and Conditions rather than these.

20. Anti- Money Laundering

20.1 We shall inform you in our Engagement Letter whether the Anti-Money Laundering Legislation applies to you.

20.2 All solicitors are obliged to carry out customer due diligence ("CDD") in accordance with the UK anti-money laundering and counter-terrorist financing regime. This includes us obtaining and keeping documentary evidence of the identity of clients and gaining an understanding of their financial status and normal business affairs.

20.3 In the case of individuals (including Directors, Secretaries and Share Holders of a Company or Partners of a Limited Liability Partnership), we require to see and keep a photocopy of a Passport, Photo Driving Licence, or National Identity Card (or similar document) as evidence of your identity and a recent utility or council tax bill (or similar type of document) as additional evidence of your address. We need to see original documents and will discuss with you acceptable documents and methods of certification if the original is not available.

20.4 For all companies we will carry out a search of Companies House (or similar registry in foreign jurisdictions) and may ask for further information.

20.5 For non-listed companies and other organisations, we will also require the evidence for individuals for one or more Directors, Company Secretaries, Shareholders, Partners or other persons authorised to represent the organisation.

20.6 For other legal entities we will inform you of the evidence required to confirm identity.

21. Disclosure to the Authorities etc.

21.1 We are in certain circumstance obliged under Money Laundering Regulations 2007, Proceeds of Crime Act 2002 ('POCA') as amended by the Serious Organised Crime and Police Act 2005 ('SOCPA') to make a report to the National Crime Agency ('NCA') where we are suspicious that any matter or transaction in which we are instructed involves the proceeds of criminal conduct. We may be prohibited by law from informing you or anyone else when such a report has been made, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until NCA gives us permission to do so. We may not be permitted to tell you anything about any of these circumstances should they occur.

21.2 If any term or provision of these terms of business or our engagement letter is inconsistent with complying with our legal obligations under Anti-Money Laundering Legislation, our legal obligations will override the inconsistent term which shall be deemed modified accordingly.

21.3 We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

22. Cash Payments

22.1 We will not accept payments from you in cash of over £500.00 regardless of whether the payment is to settle our bill, to pay money on account, or in respect of transactions we may be acting upon (such as sales and purchases of businesses or property).

22.2 For the avoidance of doubt the £500.00 cash limit applies to each matter in which we are acting for you and not just to each transaction relating to that matter.

22.3 We shall not be liable to you for any losses you may suffer as a result of any refusal by us to accept cash payments of over £500.00.

23. Equality & Diversity

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

23.2 If you consider yourself to have a disability or if you have any special requirements in relation to the way in which we handle your work, please let us know.

24. Rights of Third Parties

24.1 Except as stated otherwise in clause 13.9, a person who is not a party to this agreement shall not be entitled to enforce any of its terms.

25. Applicable Law, etc.

25.1 These terms and our Engagement Letter shall be governed by, and interpreted in accordance with English law. Any disputes or claims

concerning this agreement and any matters arising from it shall be dealt with only by the courts of England and Wales.

25.2 If we or you do not enforce our respective rights under this agreement at any time it will not prevent either us or you from doing so later.

If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

26. Termination

26.1 You may end this agreement (and therefore, your instructions to us) at any time by writing to us by post, fax or email (see clause 1 of these terms for details). However, we may be entitled to keep all of your documents and deeds while there is money owing to us (including fees and expenses which have not yet been billed).

26.2 We may end this agreement (and, therefore, cease acting for you) in relation to any matter or all matters of yours but only on reasonable written notice and for good reason. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification or we reasonably believe that the relationship between you and us has broken down.

26.3 If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or our professional rules, we will charge you for any work we have actually done. Our charges will be based on our hourly rates set out in this Agreement (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

26.4 If we cease acting for you, we shall (where relevant) inform the court or tribunal that we no longer act for you and shall apply to be removed from their records. We may charge you for doing so at our hourly rates applicable at the relevant time and those charges will be applied on the same basis set out in clause 9 and for any expenses which we incur on the same basis – set out in clause 10.

26.5 If you are an individual consumer (and not a business entity) and we have not met with you prior to entering into this Agreement or, if we entered into this Agreement with you away from our business premises, you have the right to cancel this Agreement 14 days of conclusion of this agreement (the 'Agreement Date' at the beginning of this Agreement). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to the 'Cancellation Notice' at clause 27 for further information about your right to cancel and the conditions attached to the same.

26.6 **If clause 26.5 applies, we will not start work on your file within the next 14 days. If you would like our service to start within the next 14 days, please sign the enclosed Client Declaration, mark the relevant box stating your wishes and return a copy to us.**

26.7 If clause 26.5 applies, once we have started work on your file within the cancellation period, on your instruction, you will be charged for any work done if you then cancel your instructions. You will have to pay us an amount which is proportionate to the work completed until we receive notice of cancellation from you, in comparison with the full coverage of this Agreement. These charges will be applied on the same basis as set out in clause 9 of this Agreement and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

27. Cancellation Notice

27.1 This Notice is applicable to you if clause 26.5 also applies to you. If you are unsure, please contact us immediately upon receipt of these Terms.

A copy of these Terms of Business is available in larger print. Please contact us if you require a copy.