



FISHER MEREDITH LLP's TERMS OF BUSINESS

September 2016

1. Introduction

- 1.1. We are Fisher Meredith LLP, a limited liability partnership registered in England and Wales, number OC328635 and regulated by the Solicitors Regulation Authority, number 466157. Our VAT registration number is 906 4886 95. We practise under the name of Fisher Meredith.
- 1.2. A list of our members may be inspected at our registered office, which is 7th Floor, 322 High Holborn, London, WC1V 7PB. We use the word "partner" to refer to a member of Fisher Meredith LLP or to an employee or consultant with equivalent standing and qualifications.
- 1.3. These Terms of Business (as amended from time to time) will apply to all instructions you give to us. We will take your continuing instructions in any matter as your acceptance of these terms.
- 1.4. These Terms of Business may not be varied, except in writing. Any amendment must be signed by a member of Fisher Meredith LLP.
- 1.5. These Terms of Business, together with any engagement letter which we may send to you in connection with any particular matter, set out the terms on which we agree to act for you. These terms are collectively referred to as "the Retainer".
- 1.6. We provide our services under the Retainer for the benefit of the person, firm, company, association or organisation who is recorded as our client and not for the benefit of any other person. No third party has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the Retainer.
- 1.7. We shall be entitled to assume that whoever gives us instructions to provide services has actual authority to do so and we shall be entitled to rely upon any information provided by that person. Where instructions are given on behalf of a company, LLP or other organisation we shall be entitled to assume that the Terms of Business have been brought to the attention of the directors of the company, member of the LLP or in the case of any other organisation, the appropriate officers of that organisation.

2. Responsibility for your work

- 2.1. Any engagement letter which we may send to you will tell you the name of the lawyer who will be working on the matter on which you have instructed us. It will also tell you who is the supervising solicitor
- 2.2. Your lawyer has overall responsibility for all matters on which you instruct us and for ensuring the quality of our service.

- 2.3. We will try to avoid changing the lawyer who undertakes work on your behalf but if this cannot be avoided we will inform you promptly of any change and the reason for it.
- 2.4. The supervising solicitor will be responsible for supervising the work we undertake on any particular matter on which you have instructed us. He or she will ensure that the varied skills and expertise in the firm are most appropriately applied by making sure that the right individual or team deals with the work you have asked us to undertake.
- 2.5. Your lawyer will also be your first point of contact if you are dissatisfied with any element of our service. See paragraph 17 below.

3. How we work

- 3.1. We aim to provide you with sound, practical and prompt legal advice and assistance. We will do our best to keep you informed of progress and will do so as and when we deem it necessary. We aim to do so in plain language.
- 3.2. We will explain the legal work required as your matter progresses and will update you regularly about costs and whether the likely outcome still justifies the likely cost. We may also review whether there are alternative methods by which your matter can be funded.
- 3.3. We will at all times comply with your instructions, even where these are contrary to our recommendations, unless we feel it would be improper or unethical to do so or in breach of our professional rules to do so or inconsistent with maintaining a proper working relationship between solicitor and client. If you want to act contrary to our advice we may ask you to sign a disclaimer as to our liability
- 3.4. Please note that all Solicitors of the Supreme Court are officers of the court. They are not permitted to act in a way which is inconsistent with their duties to the court. We will not act in a manner contrary to our responsibilities as solicitors, lawyers or officers of the court.
- 3.5. We are committed to promoting equality and diversity in all our dealings with clients, third parties and our employees and our policy is on our website www.fishermeredith.co.uk.
- 3.6. HM Government provides funding for legal services for clients through legal aid for some cases.

The service we are able to provide to a client with legal aid funding will necessarily be limited by the extent of funding provided through legal aid. This is what we call a "limited retainer".

You will receive a letter from us giving details of the limits of the service we can offer through legal aid. If we have been acting for you in a matter funded by legal aid the Retainer will come to an end when the relevant terms of the Funding Code are not met and/or when we are no longer entitled to be paid under the legal aid scheme or where the Legal Aid Agency refuse to permit us to undertake any further work or where a Public Funding Certificate in your name is transferred to another firm.

4. Communication between you and us and others

- 4.1. We aim to communicate with you by such methods as you may reasonably request. You may need to virus check electronic media and emails since, although we take reasonable precautions, we cannot

guarantee that all electronic data is virus free. We will communicate with you and others when appropriate by email or fax or text message or social media, but we cannot be responsible for the security of correspondence and documents sent by email or fax or social media. By accepting these Terms of Business, you give informed consent to enable us to communicate with you on confidential matters by email, fax, text message or social media unless you have asked us not to do so.

- 4.2. We shall not be liable for any loss or damage arising from the unauthorised interception, redirection, copying or reading of emails including any attachments.
- 4.3. We need to know how good a service we are providing to our clients and may from time to time ask you to fill out a short online feedback questionnaire so that we can assess the quality of our performance.
- 4.4. Sometimes we ask other companies or people to undertake word processing, copying or other work on our files to ensure that the matter is progressed promptly. We have in place confidentiality agreements with these outsourced providers and we carefully monitor the quality of service provided. By accepting these terms you give express consent to enable us to use these outsourced services to assist in this way.
- 4.5. 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
- 4.6. Our use of that information is subject to your instructions, the Data Protection Act 1998, the Privacy and Electronic Communications Regulations 2003 and a duty of confidentiality to you. Please note that our work for you may require us to give information to third parties, such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data we hold about you.
- 4.7. We may from time to time send you, electronically or by hard copy, information which we think might be of interest to you such as newsletters. If you do not wish to receive such information, please notify us in writing either, on receipt of these Terms of Business or when you receive a communication of this type from us.

5. Your responsibilities

- 5.1. We rely upon you to provide us in good time with accurate up to date and complete information about the work you have asked us to do to enable us to carry out that work and to let us know of any significant changes to that information or to your circumstances generally.
- 5.2. You must provide us with any relevant documents and deeds and do your best to answer our questions or requests for further instructions as fully and promptly as possible. You will safeguard any documents relevant to your matter.

- 5.3. You must tell us if you change your email or postal address or phone numbers and provide us with all your new details promptly.
- 5.4. You must inform us immediately if you are made subject to a bankruptcy or insolvency proceedings or declared bankrupt or your company is wound up or you are looking to enter into an Individual Voluntary Arrangement with creditors. You must also inform us of any change in your VAT status.
- 5.5. You must give us as much notice as you can of any deadline or time limit of which you are aware that may affect the work that you have asked us to undertake. If we cannot complete the work you have instructed us to undertake within the deadline or the limit, we will notify you as soon as reasonably practicable.

6. Basis of our fees

- 6.1. Unless otherwise agreed, our fees will be based on the factors set out in this section, regardless of whether a particular matter proves abortive or proceeds to a conclusion.
- 6.2. In most instances our charges are calculated by reference to the time spent dealing with the matter. This includes time spent on analysis, research, drafting, advising, attending meetings with you and others, attending court, tribunal, enquiry or other hearings, considering papers, enquiries, correspondence (including fax and electronic communications), dealing with costs and phone calls as well as travelling and waiting time.
- 6.3. How you behave as a client and the response of the other side/other parties to a transaction or litigation can affect the level of fees we are required to charge, for example, if you require daily updates about your case or matter.
- 6.4. Time spent is charged to you in units of a minimum of six minutes, at the applicable hourly rate. We charge for routine letters/emails and time spent on making and taking phone calls in units of six minutes and also for reading incoming letters/emails. Please note that our hourly rates are periodically reviewed, generally twice a year. You will be advised in writing of any changes to hourly rates.
- 6.5. We may agree to undertake a discrete piece of legal work on your behalf for a fixed fee. Please note that all fixed fees are due in full, prior to your lawyer undertaking any legal work on your behalf. We do not offer any level of refund on a fixed fee. We reserve the right to review and increase a fixed fee if significantly more work is requested or needed than anticipated at the outset.
- 6.6. In addition to the time spent, we may, in accordance with the Law Society and Solicitors Regulation Authority (SRA) guidelines from time to time, take into account a number of other factors such as:-
 - 6.6.1. The complexity or novelty of the issues involved
 - 6.6.2. The speed at which action must be taken
 - 6.6.3. The expertise or specialist knowledge required
 - 6.6.4. The value of the property or subject matter involved, and
 - 6.6.5. The importance of the matter to you.

- 6.7. If we are acting for you in relation to County Court proceedings, please read this section carefully. Section 74(3) of the Solicitors Act 1974 places a cap on the cost of solicitors acting for clients in County Court proceedings. It states that these costs must not exceed the amount that the client could have recovered from another party to the proceedings if an order for costs has been in the client's favour. Section 74(3) applies unless the solicitors and the clients have agreed to the contrary. By accepting these Terms of Business, you agree that Section 74(3) will not apply in relation to our costs and that our costs will not be subject to the cap described above. We will charge you on the basis set out in these Terms of Business, not by reference to what you may or may not recover from another party to the proceedings in which you are involved. If you are in doubt as to the effect of this section, you should discuss it with us before instructing us to act (or continue to act) in County Court proceedings.
- 6.8. You should be aware that the amount of costs recovered from the losing party by a winning party in litigation is typically less than the cost actually incurred by the winning party. You may incur liability for the costs of the opposing party if you are unsuccessful in proceedings or withdraw your claim. If you succeed in litigation we may not be able to recover your costs if the other side is insolvent, bankrupt or for example legally aided, untraceable or has insufficient assets to meet these costs.
- 6.9. By accepting these Terms of Business you irrevocably instruct us to enforce on your behalf any costs order made in your favour in proceedings.

7. Expenses and disbursements

- 7.1. If, while carrying out the work you have asked us to do, we incur on your behalf the expense of services such as postage, phone calls, faxes, copying, printing, couriers and travelling, these costs will generally be charged to you in addition to our fees. Our copying charges are 25p per A4 sheet.
- 7.2. We are professionally obliged to pay counsel's fees. This means that counsel's fees will not be incurred unless and until we have sufficient funds to pay counsel's fees.
- 7.3. In addition, we may incur expenses or liabilities to third parties on your behalf and at your expense (for example, the cost of instructing a barrister or expert, court fees, tribunal fees, registration fees, copying charges, search fees, agents fees or stamp duty land tax), often referred to as "disbursements". We will discuss with you an estimate of the likely amount and timing of any reasonably foreseeable payments you may have to make in respect of any third party instructed by us on your behalf. Sometimes estimates may have to be increased because for example Counsel considers the matter more complex than originally envisaged.
- 7.4. We also charge you each time we transmit funds for you by telegraphic transfer. Our current fee is £40 plus VAT, but this is subject to change.
- 7.5. You give the firm authority to incur such disbursements on your behalf to such extent as the firm may consider reasonable. Disbursements are not included in any estimate we give you unless stated otherwise.
- 7.6. In the event that we undertake a credit check we reserve our right to charge this expense as a disbursement.

8. VAT

Our fees and expenses are, where applicable, subject to VAT at the prevailing rate from time to time. If our services are subject to VAT you are required to indemnify us in full on demand for any interest, penalties or costs incurred as a result of information you provided in relation to your VAT status which was not correct at the VAT point.

9. Money on account

9.1. We reserve the right at any time to require money on account of our anticipated fees, expenses, disbursements and/or VAT. This is particularly important where we are required to carry out substantial work over a short period or to incur liabilities to third parties, such as experts or barristers, on your behalf. Generally we will require money on account before starting work on your behalf.

9.2. If we request money on account you must pay this to us within the time specified by us for payment, as we may suspend or terminate the Retainer in accordance with paragraph 15.1 if you fail to do so.

9.3. If we agree a fixed fee for a discrete piece of legal work all such fixed fees must be paid and received in cleared funds in advance of legal work commencing. We do not offer any level of refund on fixed fee work.

9.4. When we hold money on client account for you or a person funding all or part of your fees we will account to you or that person when it is fair and reasonable to do so in the circumstances.

9.5. Our estimates of charges are neither fixed or capped fees or quotes. You should note that our charges may exceed any prior Payment on Account of Costs.

9.6. Where you wish to fix a cap of our charges you must confirm this in writing in advance of our starting work on your behalf unless we already have confirmed a fixed or capped fee in writing to you.

9.7. Full payment of our fees including counsel's fees for a hearing or trial will be required in cleared funds prior to any such hearing or trial.

9.8. We have a written policy on the payment of interest to clients. This policy can be found on our website www.fishermeredith.co.uk.

10. Billing arrangements

10.1. The timing of bills often depends upon the nature of the matter. We reserve the right to bill you on an interim basis and will, where applicable, endeavour to send you bills on a monthly basis or any other regular basis agreed with you. Bills may be delivered more or less frequently depending upon the nature of the matter and the time spent on it. On some transactional matters (such as the sale or purchase of property) a bill may not be delivered until shortly before the conclusion of the transaction.

10.2. There are two kinds of bills we may deliver: "statute bills" and "on account interim bills". These are explained more fully in the following paragraphs. If we deliver an interim bill it will be an on account interim bill unless we expressly state otherwise.

- 10.3. An interim statute bill is a complete and final charge for our costs for the period covered by the bill. At the conclusion of the matter we are working on or, if earlier, upon termination of our Retainer, we will deliver a final statute bill. The final bill will cover our costs for work done since the end of the period covered by the last interim statute bill. Please note that, although a statute bill covers all our costs for work done during the period covered, it may not (even if it is a final bill) include all our expenses, disbursements and VAT for that period, since third parties may not have sent their invoice demand to us in time to be included in the bill. In that event the relevant expenses and disbursements and VAT will be invoiced after we have received the relevant third party invoice or demand and are due and payable.
- 10.4. An on account interim bill is a bill on account of our total costs for the matter on which we are working. It does not necessarily represent a complete and final charge for our costs in the period to which it relates. At the conclusion of the matter we are working on or, if earlier, upon termination of our Retainer, we will deliver a final bill for the matter. This may include previously unbilled charges for work done and expenses, disbursements and VAT incurred during the period covered by an earlier on account interim bill. When we calculate the amount due to us, you will be given credit for all payments you have already made.
- 10.5. If we are acting for you in relation to a transaction, we may at the appropriate stage send you a statement showing what sums are required from you in order to complete the transaction, which may include a sum relating to our fees, expenses, disbursements and VAT. If you fail to pay us the relevant sums in cleared funds by the completion date or the planned completion date, we reserve the right to decline to complete the transaction until we have received such sums in full. We may need you to pay the required cleared funds on the last working day prior to completion date.
- 10.6. If you are applying for or have obtained legal aid to cover your legal costs, you will receive separate information from us about related matters such as the effect of the statutory charge. Please note that legal aid cannot be backdated and there are certain circumstances where our costs and disbursements under legal aid have to be paid back by you. We reserve our right to suspend acting for you or cease to act where a public funding certificate has been abandoned, withdrawn, suspended, revoked or embargoed or is at issue or has been transferred to another firm or where you are deemed ineligible for legal aid.
- 10.7. Certain types of legal aid are dependent upon the production of satisfactory evidence of means. If we or the Legal Aid Agency (LAA) ask you for this evidence and you fail to provide it immediately this potentially jeopardises our right to be paid for legally aided work we undertake for you.
- 10.8. If we act for you in a legally aided matter and it transpires for any reason that we are not permitted to receive payment from the LAA for providing this service or any element of it, we are entitled to require payment from you for the services we have rendered to you which remain unpaid by the LAA at the appropriate private hourly rate as set out in the Supreme Court Office guidelines.

11. Settlement of our bills

- 11.1. All our bills are payable forthwith upon receipt by you, unless otherwise agreed by us in writing by a member of Fisher Meredith LLP.
- 11.2. If you wish a third party to be responsible for paying our bills on your behalf, you should inform us immediately of the name and contact details of that third party and any other relevant details reasonably required by us. You remain responsible for paying our bills. They will still be addressed to you but we will, if you wish, mark them as being payable by your nominated third party. If the third party fails to pay any bill forthwith in accordance with these Terms of Business, we will be entitled to seek payment directly from you. You will be obliged to reimburse us for any costs, expenses, disbursements and VAT we incur in recovering overdue payments from you and/or such third party and we may charge you in accordance with these Terms of Business for the time spent by us or third party credit management agents in recovering such payment.
- 11.3. If you think you might have access to a source of funding, for example via a trade union or legal expenses insurance or you think you might be eligible for legal aid you must inform us immediately.
- 11.4. If you are a partnership or more than one individual, or legal entity, each partner or individual legal entity, as the case may be, shall be jointly and severally liable for our costs, expenses and disbursements.
- 11.5. When accepting instructions to act on behalf of a limited company, we generally require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm in acting for the limited company. If this request is refused, we will be entitled to cease to act and will require immediate payment of our costs, charges, disbursements, expenses and VAT. Your continued instructions will constitute a warranty of your company's good standing (financial and with Companies House).

12. Legal Expenses Insurance

You may be able to cover your legal costs through a legal expenses or other insurance policy. You should check your policy wording. We may decline to act for you or continue to act for you if you do decide to fund the matter by way of insurance or we may impose conditions on our acting, which will include your funding personally any difference between our actual fees and the amount that we receive from the insurers. You must therefore advise us in advance if you wish to rely for funding upon a legal expenses or other insurance policy.

Please note that Legal Expenses Insurance will not usually reimburse costs incurred prior to the insurer accepting and reviewing the claim and nominating us to act and agreeing terms of instruction with us.

13. Money Laundering Regulatory Obligations

- 13.1. Money laundering is a process by which the proceeds of any type of crime and the true ownership of these proceeds appear to come from a legitimate source. Tax evasion can be a crime for these purposes. Solicitors, like other professions or businesses, have to comply with strict statutory and professional rules aimed at tackling money laundering. Our compliance with these rules is a legal obligation.
- 13.2. The law now requires solicitors, as well as banks and building societies and others, to obtain and keep satisfactory evidence of the identity of

their clients. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wishing to launder money. In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We will therefore require you to provide us with documents to verify your identity and address. We will need to take copies of personal documents (e.g. your passport and/or driving licence and a recent bank statement or utility bill showing your address) so these should be brought with you at your first meeting with us. If you do not have these personal documents for any reason, there may be alternative ways in which we can fulfil the requirements. For certain types of matter we may ask for more documentation.

- 13.3. We may need to undertake searches to obtain evidence of your identity. In the event that we do so, a charge for these searches will be payable by you.
- 13.4. If you cannot see a member of staff in person at the outset of your matter to give instructions, it is likely to be necessary for you to attend at the offices of a third party such as a local bank, law firm, firm of accountants or a registered pharmacist so that relevant documents can be checked for us.
- 13.5. We may need to ask you how you intend to finance a transaction or matter. This will help us to plan with you how to meet the likely total costs of the matter as it proceeds and ensure that there is no inadvertent contravention of the money laundering regulations.
- 13.6. Solicitors are under a professional and legal obligation to keep the affairs of their clients confidential. This obligation is subject to statutory exception. 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. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure is being made or of the reasons for it but may have to suspend or cease acting for you.

14. Methods of payment

- 14.1. We accept payment of our fees and expenses in the following ways:-
 - Cheque or bankers draft made payable to Fisher Meredith or Fisher Meredith LLP.
 - Payment by debit or credit card by phoning 020 7091 2802. A member of our finance team will take payment.
 - By debit or credit card online at www.fishermeredith.co.uk. Please click on "Pay Online" at the top of the page.
 - By direct transfer (BACS or CHAPS) into our bank account with Barclays Bank PLC. Account: Fisher Meredith LLP Client; sort code 20-80-57; account number 63147673.
- 14.2. We reserve our right to make a handling charge should you wish to make payments by credit card. We do not accept payment by American Express credit cards or some other credit cards.

- 14.3. We may ask you to sign a mandate permitting us to effect payment of agreed sums on account, interim on account bills, interim statute bills or final bills by debit or credit card or to make payment by standing order or direct debit.
- 14.4. Save in exceptional circumstances we do not accept payment of our fees and expenses on account or invoices by cash from clients or third parties. Funds may be returned only to you, not to third parties. If you deposit money directly with our bank, we reserve the right to charge for any additional enquiries we deem necessary regarding the source of funds.

15. Late payment

- 15.1. If we do not receive payment of our bill to you by cleared funds within seven days (or any other specified agreed time) of receipt of our invoice or if we have requested money on account and we do not receive such monies within seven days of the request (or any other specified agreed time), then in addition to any other rights and remedies available to us, we may:
 - 15.1.1. On written notice to you, suspend or cease working on any current matter and/or terminate the Retainer forthwith. In litigation matters, this may necessitate our having to apply to the court for an order to come off the court record, the cost of any such application will be charged to you. Unless otherwise agreed in writing we will automatically suspend our retainer if you have more than one bill unpaid or if a bill has been unpaid for 30 days after delivery to you; and/or
 - 15.1.2. If you instructed us otherwise than in the course of business charge you interest on any amount due to us at the rate of 4% above Barclays Bank PLC's base rate prevailing from time to time or 8% per year, whichever is the higher. Interest will be calculated on a daily basis from the date payment was due until the date until we receive full payment; and/or
 - 15.1.3. If you instructed us in the course of business, claim interest and statutory compensation from you under the Late Payment of Commercial Debts (Interest) Act 1998; and/or
 - 15.1.4. Retain any or all documents and papers in our possession until we have received payments of all amounts due to us.
- 15.2. By accepting these conditions you give consent to our using third party credit management agents to collect unpaid fees from you and you agree to reimburse to us any fees charged by them in collecting unpaid fees from you.

16. If you dispute the amount of the bill

- 16.1. If you do not agree the amount of any bill we send you, you may raise the issue with us directly within 28 days and we would hope to be able to resolve the matter to our mutual satisfaction. You may have the right to object to the bill by making a complaint to the Legal Ombudsman (as to which, please see paragraph 17.5 below) or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about the bill if you have applied to the court for assessment of the bill.

- 16.2. We will remain entitled to interest on unpaid bills as explained above, except to the extent that we agree to reduce the bill or the court or the Legal Ombudsman determines that we should reduce it.

17. Concerns and complaints

- 17.1. We aim to provide a high quality service in all respects and are confident of doing so. However, should you have any concerns or complaints about the way in which we have handled or are handling your matter, whether in relation to a specific matter or generally, or about any bill you have received from us, please raise this issue with your lawyer. If you still have queries or concerns, please contact the supervising solicitor and provide them with details of your concerns or complaints.
- 17.2. We aim to handle complaints promptly, fairly and effectively and have a written complaints procedure. A copy of our Complaints Handling Policy, which sets out our complaints procedure, will be provided upon request. We regard a “complaint” as a “statement of dissatisfaction about our service to you which the person to whom it is addressed cannot immediately resolve.”
- 17.3. We hope that, by following our complaints procedure, we will be able to resolve any problem or complaint that may arise.
- 17.4. If we are unable to resolve the problem or complaint, you have the right to complain to the Legal Ombudsman at address: P.O. Box 6806, Wolverhampton, WV1 9WJ; telephone: 0300 5550333; email: enquiries@legalombudsman.org.uk (www.legalombudsman.org.uk)
- 17.5. If you wish to contact the Legal Ombudsman you should do so within six years from the act/omission or three years from when the complainant should reasonably have known there was cause for complaint.
- 17.6. In accordance with the EU Directive on Consumer Alternative Dispute Resolution when we have been unable to resolve a complaint we:
- 17.6.1. Provide information to you about the Legal Ombudsman;
 - 17.6.2. Notify you that we cannot settle your complaint;
 - 17.6.3. Refer you to the name and online address of an Alternative Dispute Resolution approved body competent to deal with the complaint;
 - 17.6.4. Notify you whether we intend to use the ADR approved body.

18. Storage of papers and documents

- 18.1. After completing any case or matter for you we will keep our file of papers and documents (except, subject to paragraph 15.1.4 above, any papers which you have asked to be returned to you) for a reasonable period after the file has been closed. Unless we have agreed otherwise in writing, we may destroy the file (without notifying you) after a period of six years from the end of the relevant matter.
- 18.2. We reserve the right to destroy original papers at any time provided we have retained copies in an appropriate electronic form.
- 18.3. If you wish us to retrieve your papers from storage we will make a charge to you of £40 plus VAT for each separate retrieval and will not release papers until we receive this sum. Should you require a copy of your file

or should it be necessary for your file to be copied then we shall charge our copying costs at 25p per A4 sheet.

19. Termination of the Retainer

19.1. You have the right to terminate the Retainer at any time on written notice to us. You will remain liable to pay all of our fees, expenses, disbursements and VAT which have been incurred up to the date of termination.

19.2. We are entitled to terminate the Retainer on written notice to you:

19.2.1. In the circumstances set out in paragraph 15.1 above; or

19.2.2. If any guarantee on your behalf is withdrawn by the giving of notice or if any event occurs which vitiates the guarantee or otherwise renders it void or unenforceable; or

19.2.3. If you fail to give us timely and adequate instructions to enable us to conduct your matter properly and expeditiously; or

19.2.4. If you insist upon a course of action which requires us to act contrary to our responsibilities as solicitors or professional rules or which would lead to a breakdown of trust between lawyer and client; or

19.2.5. If you instruct us to put arguments to a court which are not properly arguable; and if we believe to do so would be inconsistent with maintaining a proper working relationship between solicitor and client; or

19.2.6. If there is a breakdown of trust and/or confidence between you and us; or

19.2.7. If your behaviour towards our staff or partners is threatening, coercive or intimidatory or inappropriate in a relationship between solicitor and client.

19.3. If we have been acting for you in a matter where you have received legal aid, the Retainer will come to an end when we are no longer entitled to be paid for our services to you through legal aid including where legal aid is abandoned, suspended, revoked or embargoed and/or work is deemed out of scope.

19.4. If we cease to act for you and Fisher Meredith LLP are on the record in any proceedings, you hereby irrevocably appoint the firm as your lawyer to complete and serve Notice of Change on your behalf enabling you to act in person.

20. Law Society Practice Management Standard (Lexcel) and client confidentiality

We hold the Lexcel quality mark. Assessors approved by the Law Society will need from time to time to inspect selected client files in order to confirm that we continue to meet their practice management standard. By accepting these Terms of Business, you give consent for such inspection. If you wish to withdraw your consent, you may do so in writing to the Managing Partner at our registered office. We will in any event at all times consider whether it is appropriate that your files should be protected from inspection.

21. Waiver of Duty of confidentiality

We are bound by a duty of confidentiality to our current and former clients. If we are acting on behalf of clients in a property transaction together with their mortgage lender, then the solicitor owes a duty to his lender client to disclose any information material to the lending decision. This duty is overridden by the duty of confidentiality to the borrower client except where we have the consent of our borrower client to a waiver of our duty of confidentiality owed to them. By accepting these Terms of Business you agree, as a borrower client, to waive this duty.

22. Financial Services - Insurance

This firm is not authorised by the Financial Conduct Authority (FCA). We are, however, included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts which are incidental to our business, i.e. providing legal advice and representation. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the FCA website at www.fca.org.uk.

23. Verifying Identity

We are required through regulation to undertake searches verifying the identity of our clients. We undertake a search with Experian for the purpose of verifying the identity of clients. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. A record of the search will be retained. Our fee for undertaking this search is £5 plus VAT for an individual and £15 plus VAT for a company.

24. Tax advice

We do not provide advice on tax.

25. Financial Services Compensation Scheme (FSCS)

25.1. The FSCS is the UK's statutory compensation scheme for customers of financial services firms. The FSCS can pay compensation to consumers if a company is unable, or likely to be unable, to pay claims against it. From 1 January 2016 the maximum amount the FSCS can pay out in compensation is £75,000 per individual. This limit applies to you so if you hold other monies in the same deposit taking institutions as Fisher Meredith Client Account the limit remains £75,000 in total. The FSCS also provides for compensation for temporary high balances. Please go to www.FSCS.org.uk for details.

25.2. Under the SRA Solicitors Accounts Rules 2011 we are required to place client money in a client account at a bank which has permission from the Financial Conduct Authority (FCA) to accept deposits.

25.3. We may place client money in a client account at either Barclays Bank PLC or Metro Bank PLC.

25.4. Our liability to you for your funds held in a client account in the event of a banking failure is limited to the sums received by you under the Financial Services Compensation Scheme.

25.5. In the event that you make a claim under the FSCS in respect of client money in a client account we shall provide client information to the FSCS

to help them identify the clients and any amounts to which they are entitled.

26. Unclaimed Client Funds

26.1. Under the SRA Solicitors Accounts Rules 2011 we are required to return client money to clients promptly when there is no reason to retain these funds.

26.2. In the event that we are unable to return client funds to you for circumstances specified in the Solicitors Accounts Rules we confirm that such sums will be remitted to the charity of our choosing, Macmillan Cancer Relief.

27. Right to cancel

If we have not met with you in person at our offices then The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to this matter. This means you have the right to cancel your instructions to us within fourteen days without giving any reason. The cancellation period will expire fourteen 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, facsimile or email) using the contact details on our letter. Where we are acting for joint individuals you will each need to sign a separate cancellation notice. 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 asked us to begin work on your matter during the cancellation period, as happened here, we reserve the right to ask you to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation, in comparison with the full coverage of the retainer.

28. Jurisdiction

The Retainer is governed by the laws of England and Wales. Any claim or dispute between us arising out of or in connection with the Retainer may be brought only in the courts of England and Wales, irrespective of the subject of the dispute or matter or where the work is carried out.

29. Limitation of liability – important

29.1. No member of Fisher Meredith LLP or solicitor or member of staff, agents or subcontractors will be personally liable to you in respect of any matter arising out of the Retainer, whether in contract or tort or otherwise.

29.2. Our liability to you for a breach of your instructions is limited to a maximum of £7 million per claim unless we expressly state a higher amount in the letter accompanying these Terms of Business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. We will limit our liability only to the extent the law allows. In particular we do not limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of these terms.

29.3. We will provide details of our professional indemnity insurance provider and the territorial coverage of that insurance to our clients upon written

application to the Managing Partner at our registered office. Details may also be provided upon personal enquiry at our registered office.

30. Notice

Any written notice required by these Terms of Business, for example ceasing acting for you for non-payment, may be served by us sending the same to the last address notified to us by you or the last email address provided.

31. Copyright

Documents we produce are owned by us and we retain our rights as creator and owner and can reuse. Clients have no authority to amend/adapt modify or reuse without our express written consent.

32. Severability

Any provision of these Terms of Business which is held invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof and any such invalidity or enforceability shall not invalidate or render unenforceable such provisions in any other respect.

This is an important document. Please sign it and keep a copy, with any covering letter, any engagement letter (and any schedule to such letter), in a safe place for future reference.

Please note that we may not be able to start work for you unless and until you have provided us with a signed copy of these Terms of Business but your continuing instructions after receipt will be taken as acceptance of these terms and conditions.

I have read, understood and accept these Terms of Business.

Signed.....

Full name

Dated