



Sydney Mitchell LLP - TERMS OF BUSINESS

Sydney Mitchell LLP is a limited liability partnership, number OC342756. Our registered office address is Chattock House, 346 Stratford Road, Shirley, Solihull, West Midlands B90 3DN, where a list of members' names is available for inspection, together with a list of those non-members who are designated as partners.

We use the word "Partner" to refer to a member of the LLP, or a non-member employee, who holds a senior position within the firm's hierarchy. Not all of our "Partners" are Solicitors of England and Wales. We are registered with the Law Society of England and Wales and are authorised and regulated by the Solicitors Regulation Authority ("SRA") (513895). Our professional rules can be accessed online at; www.sra.org.uk/solicitors/standards-regulations.

We also have offices at Cavendish House, Waterloo Street, Birmingham B2 5PP and Shakespeare Buildings, 2233 Coventry Road, Sheldon, Birmingham B26 3NL.

Our Responsibilities and Service Levels

Our usual office hours are 9.00am to 5.30pm Monday to Thursday and 9.00am to 5.00pm on Friday, although arrangements can sometimes be made to answer calls or see clients outside of these hours.

- We aim to provide clients with a friendly and efficient service and we will set out the work we will carry out for you and where possible, our estimate of what it will cost in our client care letter.
- We will give you the name and status of the person who will be handling your matter in our client care letter, together with the name of the secretary/assistant who may be able to deal with any queries, or take a message. We will also give you the name of the partner supervising your matter, where appropriate.
- We will advise you of any changes in the personnel handling your matter in writing and will try to avoid unnecessary changes.
- We will review your matter regularly and communicate with you in plain English.
- We aim to return client phone calls the next working day and to reply to client letters and emails within five working days.

Your Responsibilities

You must give us all of the information relevant to your matter at the outset, so we can understand what you want to achieve and when.

You must provide us with clear, timely and accurate instructions and you must tell us, if new information becomes available, or your objectives or circumstances change.

You must meet any request for a payment on account of our costs or disbursements promptly and pay our bills on delivery.

Joint retainers and co-clients

We will usually agree to act for more than one client on a matter (which in some cases may include your lender) where we have determined there to be no risk or where we determine the risk of a conflict of interests arising to be low. Where we do act for more than one client on a matter, the question of conflict will be kept under review. If circumstances change and we determine that a conflict has arisen or the risk of a conflict arising becomes significant, we may have to stop acting for one or all of you.

Our Charges

Our client care letter must be read in conjunction with these terms of business and will set out the basis on which we will charge you. This will usually include an estimated charge for the work you have asked us to do and a list of money we may have to pay out on to others on your behalf (disbursements). We expressly reserve the right to ask you to make payments on account of our costs and disbursements. Where we have been unable to provide an overall estimate, or where we are required to exceed our estimate, we will charge an hourly rate for the work we do.

The hourly rates we charge will depend on the level of fee earner undertaking your work, their experience and the type of work we are undertaking, full details will be included in our client care letter.

Our hourly rates are reviewed periodically and any change will be notified to you in writing.

Where we have provided an estimate, we have reasonably assumed that you will not substantially change the work you have asked us to do, that the work can

reasonably be completed within our usual office hours, it concludes reasonably smoothly and in accordance with the scope of work set out in the client care letter.

Where we are unable to complete your work within any estimate, if reasonably practical, we will notify you in writing in advance and will explain why. Any additional work will be charged in accordance with the hourly rates set out in the client care letter.

Where a property transaction does not complete for any reason, we reserve the right to charge you a percentage of our estimated charge (if provided) as follows;

- Up to 25%, on opening your file and beginning correspondence;
- 25% to 50%, if we have prepared or received contract papers and have started to deal with enquiries;
- 50% to 75%, if we have completed all enquiries and the matter is otherwise ready for exchange of contracts;
- 75% to 100%, if contracts have been exchanged.

VAT at the applicable rate is payable on our fees and disbursements. Our VAT registration number is 111 5304 31.

Occasionally problems arise in property transactions, which may result in one or more insurance policies being necessary. Where this is necessary we will notify you in advance, but reserve the right to increase our costs by £50+VAT for each standard policy, to cover the time involved. In very rare cases, where a non-standard bespoke policy is needed, we will increase our costs by a minimum of £100+VAT. In all cases the premium for the policy is payable in addition.

Please note that we are not authorised by the Financial Conduct Authority ("FCA"). However, as an Exempt Professional Firm ("EPF") registered with the FCA, we are able to carry on insurance distribution activities, which is broadly advising on, selling and the administration of insurance contracts. This part of our business, including arrangements for complaints or redress, is regulated by the SRA. The Financial Services register can be accessed via the FCA website online at www.fca.org.uk.

Billing and Payment

Bills are due for payment on delivery. We expressly reserve the right to raise interim statute bills and you agree that we may do so. We will charge interest at 8% on any part of a bill unpaid for more than one month after delivery.

In property transactions, we will usually send you our bill following exchange of contracts and full payment will be required prior to, or on completion.

Note that we will not complete your property transaction unless we are in receipt of cleared funds, to include our charges and any disbursements. Clearance time for cheques is eight working days.

If you do not meet a request for a payment on account promptly, or if you fail to pay our bills promptly, we may decline to act for you further.

You may be entitled to complain about our bill to the Legal Ombudsman (see the complaints at section below). In some circumstances you may be able to apply to the Court under Part III of the Solicitors Act 1974, for an assessment of our costs. If you wish to exercise this right of assessment, you must do so within one month of delivery of the bill, or the deduction of our costs (other than disbursements) from any money held for you, or on your behalf in satisfaction of the bill.

You agree that we are entitled to settle your bill/s from monies received or held on your behalf (including monies received from others) and to retain files, documents and other property held by us until payment is made.

Where we are communicating with you by electronic means, you agree that we may deliver our bills to you by the same means.

Payment of bills should be made in pounds sterling by cheque payable to Sydney Mitchell LLP, by debit or credit card or direct to our bank account (details on request).

In matters continuing for some time, you may find it convenient to make regular payments on account by bank standing order.

Sometimes, it may be possible to recover some of your costs from another party. Unless steps to recover these costs were included in our estimate, we will charge you if you wish to pursue these. Note, it is very rare for costs to be recovered in full.

Also note that particularly in contentious matters, where part or all of an action is lost, another party may seek to recover their costs against you which may exceed the costs you have paid to us. You should have careful regard to the cost benefit analysis included in our client care letter (where applicable).

Interest on Client Money and where it is held

We pay interest on client monies held only in accordance with our Client Interest Policy, available at www.sydnemitchell.co.uk/clientmoney. Should the Bank of England introduce negative interest rates, we reserve the right to make a reasonable charge to you for any costs, fees or interest we incur. For the purposes of the Financial Services Compensation Scheme ("FSCS"), please note we hold client money with Handelsbanken, AIB and Metro Bank from time to time. For details of the FSCS please visit; www.fscs.org.uk

Professional Indemnity Insurance and Limitation of Liability

We accept instructions from you on the basis that the work we do for you is provided by Sydney Mitchell LLP. No advice given, or work undertaken is provided by any individual employee, partner, member or consultant of the practice. You expressly agree that you will not bring any claim arising out of, or in connection with our engagement against any individual employee, partner, member or consultant of the firm in their personal capacity. Any duty of care that would otherwise, as a matter of law, be owed to you by any of our employees, partners, members or consultants is excluded from our contract with you. However, this does not alter or reduce any liability which Sydney Mitchell LLP may have to you and we will not seek to avoid any liability to you on the grounds that any relevant claim should have been brought against one or more of our members, consultants or employees.

If, despite our efforts we make a mistake (by which we mean any breach of our duty of care, or other duty to you) and are liable to make a payment to you, our liability shall be limited to £3,000,000. This limit applies to all claims in relation to any single matter or any group of connected matters. Where we work for more than one client on a matter, this limit applies to our total liability to all of them. This limit has been taken into account in setting our charges. You can request an increase where you believe this is not reasonable. Our agreement to do so will only be valid if expressly agreed in writing and will include an increase our charges.

We shall not be liable to the extent that our mistake results from something you do, or fail to do (such as giving us the wrong information or not giving us information at the time we ask for it.)

Our advice is confidential to you. We shall not be responsible if you make it available to third parties. No person or entity who is not a party to the agreement embodied in these terms of business shall, in the absence of any express agreement to the contrary, have any right under the Contracts (Rights of Third Parties) Act 1999.

You may not assign all or any part of the benefit of, or your rights and benefits under the agreement to which these terms of business apply. For the avoidance of doubt this includes any liability to you in both contract and tort.

You agree that any dispute which arises between us shall be subject to the jurisdiction of the Courts of England and Wales.

Sydney Mitchell LLP holds professional indemnity insurance with Endurance Worldwide Insurance Limited, the policy coverage is worldwide

Complaints

Dissatisfaction

Sydney Mitchell LLP is committed to providing a high quality service to all our clients. We take very seriously all expressions of dissatisfaction from our clients.

Reporting & Investigation Responsibilities

Any expression of dissatisfaction should be addressed to the person handling your matter in the first instance. If you are a client, former client or in limited circumstances a prospective client of the firm and you not satisfied with their response, you may raise your concerns within one year of the act about which you wish to complain with our Head of Compliance Mr N Heelam at Chattock House, 346 Stratford Road, Shirley, B90 3DN, or by telephone on 0121 746 3300; e-mail address n.heelam@sydnemitchell.co.uk. If your concerns cannot be resolved informally, you may be asked to fully detail your concerns in writing, to avoid any misunderstanding. It would also help us, if you would let us know how you would like your concerns to be resolved.

Response Times

We aim to acknowledge any expression of dissatisfaction within 5 working days of receipt, whereupon the name of the person responsible for handling your concerns will be confirmed. A full response will be sent as soon as the matter has been investigated. If you would prefer to discuss the matter at a meeting you should indicate as much and a meeting will be arranged. If you wish, you may bring a friend or family member with you. In any event, we will aim to provide a full written response within 21 days of our acknowledgement of your concerns, or of any meeting. If that is not possible, an interim response will be given explaining why it is not possible and when we expect our investigation to be completed and our response finalised. If we accept your concerns in whole or in part we will offer appropriate redress. Please note that no charge is made for the time spent in investigating or responding to a complaint.

Unresolved Issues

If you are not satisfied following our response to your concerns, you may request a review of our decision within 14 days of thereof and we will aim to write to you again within 14 days of receiving your request, confirming our final position and explaining our reasons.

If in the unusual event that we are unable to resolve your concerns to your satisfaction, you are able to refer your concerns to the Legal Ombudsman, who may be contacted at P O Box 6806, Wolverhampton WV1 9WJ. Please note that the Ombudsman currently expects complaints to be made to them within six years of the date of the act or omission about which you are concerned or within three years of you realising there was a concern. You must also refer your concerns to the Ombudsman within six months of our final response to you. However, from 1 April 2023, these time limits are changing. From 1 April, the Ombudsman expects complaints to be made to them within a year of the date of the act or omission about which you are concerned or within a year of you realising there was a concern. The requirement to refer your concerns to the Ombudsman within six months of our final response remains the same.

For further information you should contact the Legal Ombudsman by telephone on 0300 555 0333, by e-mail on enquiries@legalombudsman.org.uk or refer to www.legalombudsman.org.uk

Data Protection

We are committed to respecting your privacy and to processing the data we hold about you fairly. We are registered as a Data Controller with the Information Commissioner number Z5661486.

We use your personal information in accordance with our Privacy Notice and Data Protection and Fair Processing Policy (available on request) and primarily for the provision of legal and Estate Agency services and for related purposes including updating and enhancing client records, analysis to help us manage our practice, statutory returns, legal and regulatory compliance obligations and keeping you informed about changes in the law and our own products and services which may be of interest to you. Any marketing email we send to you will always give you the option to unsubscribe.

We use your personal information in accordance with the Data Protection Act 2018 and our professional duty of confidentiality. We store and use your personal information generally for contractual purposes and you will have consented to our doing so, by signing our client care letter, or otherwise instructing the firm. Note that we will never sell or share your data with a third party for marketing purposes, however our work for you may require us to share information with third parties with whom we contract, such as search providers, expert witnesses and other professional advisers. Your personal information will not be shared with anyone; unless we are satisfied they will maintain your confidentiality.

You have the right to ask us for access to, to restrict the use of, or to erase your personal data under the Data Protection Act 2018 and our Data Protection and Fair Processing Policy. Should you wish to do so or should you have any queries about your personal information, you should speak to your legal adviser (if you are a client of the firm) or otherwise send an email, marked for the attention of our Head of Compliance to enquiries@sydnemitchell.co.uk

Storage of Documents

We will charge you a minimum fee of £10+VAT to store your file of papers at the conclusion of your matter. If you do not want us to store your file of papers, you must inform the person handling your matter before its conclusion. If the fee is paid, we will store your file of papers for a minimum of 6 years and you expressly agree that we can destroy them 6 years after the date of the final bill. We will not destroy documents that we expressly agree to hold for longer or in safe custody.

If you ask us to take a complete file out of storage more than 6 months after our final bill, we will charge you a fixed fee of £25+VAT. If you ask us for documents from your file at any time after the final bill, your request may have to be referred to a fee earner, who will charge for their time. On reasonable notice, you are welcome to collect your file, or any requested documents from our office during our usual



working hours, but if you wish us to send the file or any documents in the post, we will charge you for standard Royal Mail recorded delivery.

Auditing of Files and Outsourcing

Audit or quality checks occur in our practice from time to time. If this involves an external party, they will maintain confidentiality in relation to your files. Sometimes we ask external parties to undertake work for us, such as the provision of information technology and file storage. Please be assured that we always seek a confidentiality agreement with outsourced providers.

Termination of the Retainer

You may end your instructions to us in writing at any time, but we can retain your papers and documents while there is still money owed to us for fees and disbursements. This is called a lien.

We may decide to stop acting for you only with good reason and in most circumstances; we will give you reasonable notice. If you or we decide that we should stop acting for you, you must pay our charges up to that point.

Anti-Money Laundering, Client Due Diligence, Electronic Bank Transfers and Payments to You

Our policy is to identify and verify all clients and sometimes other people and / or entities connected to your matter. This is because solicitors deal with money and property which can be used by criminals to launder money and/or finance terrorism. In most instances, we will verify your identity by electronic means, as we find this is the most efficient way to do so. You might be able to opt out of an electronic identity check in some circumstances. If you can, your client care letter will confirm this. In performing this verification, your personal information may be disclosed to a registered Credit Reference Agency, which may keep a record of that information. This is done only to confirm your identity, a hard credit check is not performed and your credit rating will be unaffected. All information provided will be treated securely and strictly in accordance with the Data Protection Act 2018. Where, for whatever reason, we are unable to verify your identity by electronic means, original or acceptably certified / notarised documents may be required

We will only accept instructions or money from you, the client. We will not accept money of any amount, from a joint account you hold with a non-client, from your business / employer or from a third party, unless we have expressly agreed otherwise. Acceptance of money you wish to pay to the practice may be subject to source of funds / wealth enquiries to our satisfaction. No money should be paid to the practice unless we have requested it.

Where you need to pay money to this practice by electronic means, our bank account details will usually be provided in a hard copy letter sent to you by post, or face to face during a meeting with your legal adviser. Where it is necessary to provide our bank details by email, on receipt you should confirm the information verbally with your legal advisor before sending money to us. We will never confirm a change in our bank details to you by email only.

Please note that where you make multiple transfers of money to us to satisfy one request, we reserve the right to charge you £10+VAT, for the third and each subsequent transfer we receive.

Unless we have agreed otherwise in writing, where we need to pay money to you, we will do so by cheque in pounds sterling made payable to you. Where we agree to transfer money to you electronically, we will only do so in pounds sterling to an account in your name and only when we are satisfied that we have the correct bank details. A charge will be made for an electronic transfer of money. Whether we agree to make an international payment is entirely at our discretion.

We will generally not agree to make any payment to a third party, unless we agree that such payment is directly connected with the underlying legal transaction in which we are instructed. Where we are acting for more than one client on a matter, we will generally only make a payment with the agreement of all of the clients who are a party to the retainer.

We are obliged to keep your affairs confidential. However, to comply with the law we may be required to make a disclosure to the National Crime Agency where we know, or suspect a matter may involve money laundering or terrorist financing. We may not be able to tell you if a disclosure is made and we may have to stop working on your matter for a period of time and may not be able to tell you why.