

## TERMS AND CONDITIONS OF BUSINESS

For those who have difficulty in reading the following, a large print or braille version is available.

These Terms and Conditions contain standard terms and conditions which supplement the information contained in our engagement letter.

### 1. HOURS OF BUSINESS

The hours of opening are between 9.00am and 5.00pm Monday to Friday. However appointments can be arranged outside those hours if necessary and the telephones are manned from 8.30am to 5.30pm. There is an after hours emergency number and all Advisors (this includes all partners, solicitors, legal executives, trainee solicitors and paralegals) and assistants have direct dial numbers. Our offices are closed on Bank Holidays

### 2. RESPONSIBILITY FOR WORK

The Advisor primarily responsible for the conduct of your transaction or case is detailed in the engagement letter along with relevant support staff and Supervisor. Other members of the team may also handle your matter when necessary. We will try to avoid changing the people who handle your work, but if this cannot be avoided we will inform you promptly.

### 3. RAISING QUERIES OR CONCERNS WITH US

3.1. We aim to offer all our clients a friendly and efficient service. If however any difficulties arise, you should first raise your concern with the Advisor concerned. If that does not resolve the problem to your satisfaction please take it up with the Supervisor of the file.

3.2. All firms of solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is, therefore, important that you raise your concerns immediately as and when they arise. We shall do our very best to ensure that you have no cause for complaint, but if you do please be assured that we have a procedure for dealing with them. Details of the procedure will be supplied to you upon request or can be found on our website. We value your business and would not wish to think that you have any reason to be unhappy with us.

3.3. For personal clients and new commercial clients we request feedback via Trustpilot at the conclusion of each matter, which you are invited to complete online.

### 4. FEES

4.1. Our fees are calculated mainly by reference to the time spent by the partner, solicitor and other executive staff dealing with the matter. This will include meeting with you and perhaps others; any time spent travelling; considering, preparing and working on papers and correspondence; making and receiving telephone calls and e-mails.

4.2. A statement or estimate of our fees and the rates of charging will in most cases be included in the engagement letter. Where we have provided an estimate of costs we may revise that estimate in response to events or your instructions, for example where

additional or prolonged work is required, and the revised estimate will be the basis on which we continue to provide services.

4.3. Each Advisors time is charged out at an hourly rate which reflects overhead costs. Short and routine letters (written and received) and routine telephone calls (made and received) are charged and recorded at units of 6 minutes each.

4.4. In probate matters and in some transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g. the price or the value of the financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling on us.

Further information and calculation of the value element (if appropriate) is set out in the engagement letter.

4.5. When we are instructed in connection with a personal injury or clinical negligence claim an account will normally be rendered at the conclusion of the claim and if the case has been successful we will endeavour to recover those costs from the other party. Amounts due to us may be deducted from any damages recovered unless otherwise agreed. In protracted matters it may be appropriate for us to submit an interim account.

4.6. We reserve the right to vary our charging rates on giving written notice of each variation. The hourly rates of our staff are normally reviewed annually and take account of overhead costs. Details of any revision of our charging rates occurring during the continuation of a case or transaction will be supplied to you on request. These rates may not be appropriate in the case of exceptional complexity or urgency. Where it becomes apparent that such circumstances exist, we reserve the right to cease acting for you unless substituted revised rates are agreed for future work.

4.7. Disbursements include payments made by Forbes Solicitors on behalf of a client e.g. for such items as stamp duty, search fees, Land or Probate Registry fees etc. We have no obligation to effect such payments unless funds have been provided by the client for that purpose. VAT is payable on certain disbursements. In most cases the anticipated disbursements will be indicated in the engagement letter.

4.8. We will also be incurring costs in the provision of our legal advice to you for which we may charge you as provided for in our engagement letter, for example, travel costs (including mileage for car travel), searches, TT Fees, costs of identity verification, payee bank account verification costs and other expenses, which will also attract VAT.

4.9. Fees are payable whether or not a case is successfully concluded or a transaction

completed. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed, then we shall be entitled to charge for work done on the basis set out above.

4.10. Where we act for more than one client in a matter the liability to pay our fees is joint and several. This means that all clients in the particular matter accept responsibility to pay the whole of the fees incurred or other monies due to us in connection with the matter.

4.11. If you are unhappy with what you have been charged you should let us know immediately and we will investigate the matter in accordance with our complaints procedure, a copy of which is available on request. If you are not happy with our decision following our investigation you have the right to object to our bill by making a complaint to the Legal Ombudsman and you may be able to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

### 5. ARRANGEMENTS FOR PAYMENT OF FEES

5.1. When we are instructed in connection with the sale or purchase of a property an account will normally be rendered following the exchange of contracts and payment is required prior to or upon completion. Where sufficient funds are payable to a client upon completion, amounts due to us shall be deducted from those funds unless otherwise agreed. In protracted matters we may submit interim accounts.

5.2. It is our normal practice to ask clients to pay sums of money from time to time on account of the fees and disbursements which are anticipated in the following weeks or months. It is helpful if clients meet such requests with prompt payment to avoid any delay in the progress of their case.

5.3. In transactions or cases likely to continue for more than one month, interim accounts to cover the work carried out will normally be rendered on a monthly basis. This procedure enables clients to budget for costs as the matter progresses. Please note that in the case of interim accounts our final account will take into account any work carried out but not billed in our interim accounts.

5.4. All accounts, both interim and final, are due on presentation and interest will be charged at the statutory rate applicable to judgment debts, unless otherwise agreed with you, from the date of delivery of an account in cases where payment is not made within 14 days. This rate changes from time to time..

5.5. In cases or transactions continuing for some period of time, some clients find it

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convenient to arrange regular payments on account by way of bank standing order. Clients who wish to make use of this facility should discuss it with the person dealing with their file.

### 6. FRAUD AND CYBERCRIME

Fraudsters have been impersonating law firms to trick people into sending money to them.

**Please do not rely on bank details sent to you, even if it seems to have come from this firm, without checking with the person at Forbes Solicitors acting for you first. Please note that we do not send notifications of changes to our bank details by email.**

If you receive any communication that appears to come from us providing different bank details to the ones we supplied when we requested funds from you, or indicating a change in our bank details, please contact the person at Forbes Solicitors acting for you to check the position.

**We will not accept responsibility if you transfer money into an incorrect account.**

### 7. TERMINATION OR SUSPENSION

7.1. You may end your instructions to us in writing at any time but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

7.2. We may suspend or terminate the provision of services to you if:

7.2.1. you do not return to us a signed engagement letter or provide other documents as requested;

7.2.2. you do not provide funds on account when requested;

7.2.3. you do not pay a sum due to us within 60 days of it becoming due for payment;

7.2.4. we are not able to obtain sufficient instructions from you;

7.2.5. we consider for professional or legal reasons that it is not appropriate to continue to act for you.

7.3. If you or we decide that we should stop acting for you, you will pay our reasonable charges up to the date that we cease to act for you.

### 8. INTEREST POLICY

8.1 Client Monies held on general client account. Our interest policy is based on the need to hold the money in an instant access account. When we pay out funds or on completion of the matter we pay interest earned on client monies in accordance with the SRA Accounts Rules 2011 except:

- If in accordance with your instructions or in any agreement you have entered into or undertaking we have given on your instructions the interest is paid to a third party; or
- If the interest is less than £20.

Interest is calculated at the following rates on client monies held in our general client account(s) and is paid to clients gross:

- Sums held up to £50,000 – interest paid at 3% below Bank of England base rate;

- Sums held from £50,000 to £249,999.99 - interest paid at 2.25% below Bank of England base rate;
- Sums held from £250,000 to £999,999.99 - interest paid at 2% below Bank of England base rate;
- Sums held from £1,000,000 and above - interest paid at 1.85% below Bank of England base rate.

When Bank of England base rate is too low to allow these calculations to be undertaken, we calculate interest at a rate of 0.05%. Interest will be calculated from the time the funds become cleared. We will assume 5 working days are taken to clear cheques. Interest on card payments will be calculated from the date of actual receipt, usually 3 days from the transaction authorisation.

#### 8.2 Interest on High Value Sums

Where you know or reasonably expect that we will hold a high value sum for you and/or that we will hold such client monies for you for a considerable period you can ask us to place the relevant money in a designated

account. In that event we would account to you for the full amount of interest received from the bank. For these purposes high value sum means £1,000,000 or more (or the equivalent if you pay it to us in foreign currency) and a considerable period means two weeks or more. We are prepared to discuss these parameters with you and the higher the sum the shorter the period that might be relevant.

#### 8.3 Revisions to this Policy

We reserve the right to revise this Policy from time to time subject to compliance with the SRA Accounts Rules 2011. If any bank with whom we place client funds notifies us that it proposes to apply negative rates of interest this Policy would be revised accordingly. If we consider that any revision of this Policy will materially prejudice you or your case or transaction we will notify you as soon as reasonably practicable.

8.4. If you obtain borrowing from a lender we may request the lender to arrange that the advance cheque is received by us a minimum of four working days prior to the completion date to ensure that cleared funds are available in time for completion. You should note that the lender may charge interest from the date of issue of the cheque.

### 9. LOSSES DUE TO BANKING FAILURE

This firm will not be liable for losses resulting from banking failure. In the event of a banking failure you agree to us disclosing details to the Financial Services Compensation Scheme.

Client accounts monies are held at Barclays Bank PLC but monies on deposit will be placed with other financial institutions from time to time. In the unlikely event of a bank's failure, the Financial Services Compensation Scheme (FSCS) will repay individual clients up to a maximum sum of £85,000. You should note that the current Financial Services Compensation Scheme limits compensation to a maximum sum which is liable to change from time to time. Should you hold other personal funds at one of these banks, the limit applies to your total holding. Certain institutions trade under more than one brand name – you can check this at your bank's branch.

### 10. STORAGE OF PAPERS AND DEEDS

10.1. After completing the transaction we are entitled to keep all your papers and documents while money is owing to the firm.

10.2. We will retain your file of papers for up to six years or the period stated in our engagement letter and on the understanding that we have the authority to destroy the file the applicable time after sending the final bill.

10.3. We provide a safe custody service to clients in respect of deeds and further details can be made available on request. We will not destroy documents you ask to be deposited in safe custody.

10.4. Where stored papers, deeds or securities are retrieved from storage by us to act in connection with your affairs, normally no charge will be made for such retrieval. However, we reserve the right to make an administration charge based on time spent in any perusal, correspondence or other work necessary to comply with the instructions given by or on behalf of a client or former client for whom papers, wills, deeds or securities are stored.

### 11. FUTURE INSTRUCTIONS

Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to us unless you receive notification to the contrary.

### 12. EXTERNAL AUDIT

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. Unless we hear from you to the contrary we will assume you have no objection to your file being audited.

### 13. LIMITATION OF LIABILITY AND INSURANCE

13.1. Our aggregate liability to you for breach of your instructions shall be limited to £3 million 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 damage, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

13.2. Forbes Solicitors has professional indemnity insurance details of which are available at each of its offices.

### 14. JURISDICTION

These terms of business are governed by the

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Law of England and Wales. In the event we are in dispute over any aspect of the works which we have undertaken on a client's behalf, such dispute will be subject to the exclusive jurisdiction of the Courts of England and Wales.

### 15. ANTI BRIBERY AND TAX EVASION

The firm has policies in relation to bribery, corruption and tax evasion.

We have a zero tolerance approach to bribery, corruption and tax evasion whether undertaken by our firm, our staff, our associates or any of our clients. We reserve the right to decline or to terminate your instructions if you instruct us to engage in any of these activities.

### 16. CONFIDENTIALITY & DATA PROTECTION

16.1. We are under a duty to keep your affairs and any information you provide to us confidential unless disclosure is permitted by law or you consent. We are, however, able to disclose information to a joint client. We are required to disclose to you all and any information in our possession that may be relevant to your matter. This is, however, overridden by our duty of confidentiality to others. There may be certain things that we cannot reveal because of that duty which you might have expected us to reveal. By accepting these Terms and Conditions you consent to our not revealing information that is covered by our duty of confidentiality to others.

16.2. We use the personal data that we hold about you or receive from you or in relation to you primarily for the purpose of providing legal services and for related purposes including:

16.2.1. identifying and communicating with you;

16.2.2. updating and enhancing our client records;

16.2.3. legal and regulatory compliance and associated analysis;

16.2.4. sending you information about our services.

16.2.5. Our use of the personal data we hold is governed by the Data Protection Act 2018 and connected legislation along with other legal and regulatory duties that apply to us.

16.3. Our work for you may require us to give personal data to third parties such as witnesses, experts, courts and tribunals and in some cases we are required to make regulatory reports.

16.4. Our Data Protection compliance documents including our [Client Privacy Notice](#) are available through the Forbes Solicitors website.

If you would like a hard copy of our Client Privacy Notice to be sent to you please request this from the Advisor dealing with your matter as detailed in your engagement letter.

### 17. EQUALITY AND DIVERSITY

Forbes Solicitors is committed to promoting equality and diversity in all its dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity policies.

### 18. CONFLICTS OF INTEREST

18.1. Conflicts of interests means any situation where:

18.1.1 We owe separate duties to act in the best interests of two or more clients in relation to the same or related matters, and those duties conflict, or there is a significant risk that those duties may conflict (a 'client conflict'). If there is such a conflict of interest, or significant risk of such a conflict, then, in most circumstances, we must not act for either client and we may have to cease acting for you.

18.1.2 Our duty to act in the best interests of any client in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter (an 'own interest conflict') We must not act in these circumstances.

18.2. We will undertake a conflicts of interest check against you, anyone else for whom we may be acting and relevant addresses to check whether there may be a conflict of interest, which may prevent us from being able to act further. We will advise you if such a situation arises.

### 19. UNDERTAKINGS

Undertakings are a statement made by a legal advisor or Firm to someone who reasonably relies upon it, that the advisor or the Firm will do something or cause something to be done, or refrain from doing something. They are a fundamental part of legal practice. Many areas of practice, such as conveyancing and litigation, rely on the giving and receiving of undertakings to progress matters. They can also be used in other areas of practice too. They are binding and in most circumstances directly enforceable against the solicitor or Firm making an undertaking. However the courts have made it clear that they cannot be directly enforced against a corporate entity. Should that situation arise in your matter we will take appropriate steps to protect your interests, in so far as we can, but you should be aware that an undertaking received from a corporate entity may not necessarily be directly enforceable.

### 20. FORCE MAJEURE

We shall not be in breach of contract nor otherwise liable for delay in performing, or failure to perform, any of our obligations if such delay or failure results from events, circumstances or causes beyond our reasonable control. In such circumstances we shall be entitled to a reasonable extension of the time for performing our obligations

### 21. VARIATION OF TERMS AND CONDITIONS

These Terms and Conditions shall operate except as varied in writing by any letter accompanying them or otherwise as agreed in writing between us.

Forbes Solicitors is the trading name of Forbes Solicitors LLP.

Forbes Solicitors LLP has its registered office situated at Rutherford House, 4 Wellington Street (St.Johns), Blackburn, England, BB1 8DD. The LLP registration number is OC433300

Forbes Solicitors LLP is regulated by the Solicitors Regulation Authority (SRA no. 816356) and authorised and regulated by the Financial Conduct Authority.

Unless otherwise indicated, either expressly or by the context, we use the word "partner" to describe a member of Forbes Solicitors LLP or an employee of Forbes Solicitors LLP in their capacity as such.

Details of the SRA's Standards and Regulations which sets out the standards and requirements the SRA expect regulated firms and those they employ to achieve and observe for the benefit of the clients they serve and in the public interest, can be found by following this link <https://www.sra.org.uk/consumers/who-we-are/sra-regulate/>. Forbes Solicitors is registered for value added tax and its VAT registration number is 174394344.

Central Lancashire Office - 0333 207 1130  
Preston Office - 01772 220 022  
Salford Office - 0161 736 7999  
Manchester Office - 0161 918 0000

Blackburn Offices:  
Northgate - 01254 580 000  
Rutherford House - 01254 222 399  
Leeds Office - 0113 244 6688