

## **1. INCE GORDON DADDS LLP, TRADING AS INCE METCALFES**

- 1.1 These terms of business (Terms of Business) apply to the services provided by Ince Gordon Dadds LLP, a limited liability partnership incorporated in England and Wales with registered number OC383616.
- 1.2 Ince Gordon Dadds LLP is authorised and regulated by the Solicitors Regulation Authority (SRA) with identification number 596729.
- 1.3 Ince Gordon Dadds LLP is a corporate body which has “members”. The business title “Partner” is used to refer to a member of Ince Gordon Dadds LLP or an employee or consultant of Ince Gordon Dadds LLP with equivalent standing, but does not imply a partnership relationship between those individuals for the purposes of the Partnership Act 1890.
- 1.4 A list of members (and of non-members who are designated as Partners) of Ince Gordon Dadds LLP is located at Aldgate Tower, 2 Leman Street, London, E1 8QN, United Kingdom.
- 1.5 Nothing in any document or correspondence may be taken to indicate that Ince Gordon Dadds LLP or any of its affiliated firms or businesses are unlimited liability undertakings or general partnerships.
- 1.6 Ince Gordon Dadds LLP is a member of the Gordon Dadds Group, which includes Gordon Dadds Group PLC and its subsidiaries, a list of which (the “Group Members”) is available at [www.gordondaddsgroup.com/subsidiaries](http://www.gordondaddsgroup.com/subsidiaries).
- 1.7 Ince Gordon Dadds LLP and its affiliated entities also practice law internationally as ‘Ince’ (the “Affiliates”). Information as to the Affiliates can be found at: <https://www.incegd.com/en/legal-notices>.

## **2. CONTRACT**

- 2.1 Where Ince Gordon Dadds LLP, trading as Ince Metcalfes, accepts instructions from a client (in these Terms of Business, you or your) to provide legal services, the Client Care Letter (Client Care Letter) from the relevant contracting firm (in these Terms of Business, we, us or our) and these Terms of Business apply to the provision of those services by us. The Client Care Letter and the Terms of Business will together form a contract between you and us.
- 2.2 If any provision in the Client Care Letter conflicts with any provision in the Terms of Business, the provision in the Client Care Letter will prevail. You may be asked to sign a copy of the Client Care Letter and/or the Terms of Business, although if you do not do so within 14 days of the date of the Client Care Letter, or commencement of

the provision of services (whichever is earlier), we shall be entitled to assume your acceptance and agreement to the Client Care Letter and Terms of Business.

- 2.3 Your attention is drawn to clause 18 of the Terms of Business which contains limitations on our liability.
- 2.4 We may amend or supersede the Terms of Business (New Terms) at any time. We will notify you in writing or by e-mail that New Terms have been published and the date on which they will apply to your instructions, and we will draw your attention to any change in our limitations on liability. Unless you provide us with written notice that you do not accept the New Terms within 14 days of the New Terms being published, you will be deemed to have accepted the New Terms with effect from the end of that period.
- 2.5 There is no contract between you and any member, employee or consultant of Ince Gordon Dadds LLP. Any advice given to (or any work done for) you by a member, employee or consultant of Ince Gordon Dadds LLP is given (or done) by that person on behalf of Ince Gordon Dadds LLP and no such person assumes any personal responsibility.

### **3. SERVICES**

- 3.1 Unless otherwise agreed in our Client Care Letter, we will only advise you on the laws that apply to England and Wales.
- 3.2 We will not advise you on any accounting, actuarial or financial related issues.
- 3.3 Unless expressly agreed in advance and stated to the contrary in written communication, we will not advise you on any tax related issues, as our lawyers are generally not tax specialists. We encourage you to seek specialist tax advice from our Tax Department or from your own taxation advisers, as this may have a significant impact on your matter.
- 3.4 Where we draft, review or advise on agreements or other documentation, we do so as legal advisers, not as specialist advisers in other technical disciplines or professions, and it remains your responsibility to ensure you obtain appropriate expertise from other specialists where appropriate.
- 3.5 Our advice is prepared solely for the purposes of the matter concerned and for your use and benefit only. You agree that our services, advice and other communications with you are confidential, and you may not, without our prior written approval, disclose them to any person (other than to members of your immediate family, your employees or your agents (as applicable) who require access and who do not disclose them further) or otherwise make them public except as required by law or any other regulatory authority to which you are subject.

- 3.6 Once a matter has been concluded, we will have no responsibility to keep you informed of any developments in the law or otherwise which may affect our previous advice.
- 3.7 We shall seek your prior written approval before we engage third parties and incur their charges as agent on your behalf. We shall obtain a fee estimate for any such charges in advance, and keep charges under review. We shall disclose to you any arrangements or payments (if any) that we obtain as a result of such instruction. We shall have no liability to you for the services provided by any third party provider engaged pursuant to this clause or for any other loss arising from the third party services.
- 3.8 You agree that we may outsource certain administrative functions such as printing, document production, information technology, compliance, and internal accounting/bookkeeping to our affiliated firms or businesses or to third party organisations. You also agree that we may outsource legal services to our affiliated firms or businesses, although we will not outsource any reserved legal activities (as defined in section 12 of the Legal Services Act 2007) to any third party which is not authorised to conduct such activities.
- 3.9 Where we have outsourced any administrative or legal services, we will take all reasonable steps to ensure any such affiliated firm, business or third party organisation is contractually bound to recognise and adhere to their obligation of confidentiality. You consent to these outsourcing arrangements including the transfer of your information (including client confidential information) to any of our affiliated firms or businesses or to any third party organisations.
- 3.10 We shall remain liable to you for the services provided under the outsourcing arrangements referred to above, subject to any limitation on our liability as set out in clause 18.

#### **4. INSTRUCTIONS AND INFORMATION**

- 4.1 You authorise us to request and accept instructions from you and act for you on the basis of those instructions. You also authorise us to request and accept instructions from any other person whom we reasonably believe is authorised to give us instructions on your behalf (including your agents, employees, officers and directors) and act for you on the basis of those instructions. You agree that we may act on instructions provided in writing, orally or by any form of electronic means.
- 4.2 You will, so far as you are reasonably able, provide us with timely instructions, information and materials, and notify us promptly if there are any changes to those instructions, information or materials. You will ensure that any information provided

to us is complete in all material respects and is not misleading. Our acceptance of your instructions is subject to your responsibilities in these respects.

4.3 You agree that, when necessary to complete our instructions or for our reasonable risk management requirements, we may share your information with the Affiliates, its members and / or Group Members as referred to above at 1.6 and 1.7.

4.4 If you have any specific concerns or timescales, or if there are specific areas on which you do not wish us to advise, it is your responsibility to let us know.

## **5. OVERALL RESPONSIBILITY**

5.1 We will allocate to you a Partner, consultant or other senior individual who will have an overview of, and final responsibility for, the provision of our services to you. We will inform you of the identity and level of seniority of this person in the Client Care Letter.

## **6. RESPONSIBILITY FOR WORK**

6.1 The person identified as having final responsibility for the provision of our services to you may or may not be the person charged with the responsibility for handling any matter you refer to us on a day-to-day basis. We will also inform you of the identity and level of seniority of this person in the Client Care Letter.

6.2 We try to avoid changing the people who are handling the work on a particular matter, but if this cannot be avoided, we will notify you of any change and explain why it is necessary. We will also tell you if we think it is necessary to involve any other person with specialist expertise.

## **7. QUALITY AND LEVELS OF SERVICE**

7.1 We will provide our services with reasonable skill and care. We aim to act at all times in accordance with the SRA Code of Conduct 2011 and other relevant regulatory requirements. The professional rules applicable to us can be accessed at <http://www.sra.org.uk/rules>.

7.2 We will report to you at appropriate intervals during your matter and on its conclusion. Unless otherwise agreed, we will notify you of all significant telephone conversations and meetings, and make you aware of any significant emails or written correspondence. Where a matter is ongoing, we will report our progress at regular intervals, and regularly update you as to the level of our fees. We will communicate with you by telephone, email or in writing, as appropriate in each instance, or as specifically agreed with you.

7.3 We are committed to promoting equality and diversity, both in relation to our clients, suppliers and other contractors, and also amongst our members, consultants and employees.

## **8. FEES**

8.1 You agree to pay our fees. Unless otherwise specified in the Client Care Letter or otherwise agreed to by us in writing, our fees will be calculated by reference to the current hourly rate of the individual(s) engaged on your matter, recorded and charged for on a task related basis in units of one tenth of an hour. We may adjust the resulting time value to take account of factors such as the complexity, value or urgency of your matter.

8.2 The time recorded by all individuals will be charged, including time spent taking instructions; considering, preparing, advising and working on papers; attending meetings with you and/or third parties; attending court; travelling; preparing cost calculations; dealing with correspondence (including emails) to or from you and/or third parties; and making and receiving telephone calls to or from you and/or third parties.

8.3 We will provide you with an estimate of our fees at the outset of your matter in the Client Care Letter. We may also provide you with further updated estimates as your matter progresses. If it is impossible to provide a meaningful estimate at the outset of your matter, for example because we do not know in advance how much work may be required, we will give you the best information available at the time, including the rate at which our charges will be incurred, and we will update you as your matter progresses.

8.4 Unless we state otherwise in writing, any estimate provided by us as to our fee is only a guide, and is not a quotation or an offer to carry out services at a fixed price.

8.5 Unless we state otherwise in writing, our fees are not dependent on the outcome of the matter, including whether a matter completes or a claim succeeds.

8.6 The hourly rates of all fee earners will be reviewed annually. We will inform you if there is any change in the hourly rate of the individual(s) engaged on your matter.

## **9. ADDITIONAL CHARGES**

9.1 We may make additional charges for:

9.1.1 Exceptional quantities of photocopying (for example, "bundles" for trials or "bibles" of transactions) at a rate of 20p per A4 page (for black and white copies) or £1 per A4 page (for colour copies), while higher rates may apply for copies of larger size;

- 9.1.2 Online company searches you may specifically request at a rate of £1 per search (or more in the case of complex searches) and the cost of computerised research such as LEXIS and Westlaw;
- 9.1.3 Exceptional telecommunications (including conference calls provided by an outside provider), fax, postage and other similar expenses: details of the rates for these are available on request;
- 9.1.4 Conducting anti-money laundering checks (including electronic verification); and
- 9.1.5 Additional services such as the provision of an address for service, registered office and company secretarial services (details of which are available on request).

## **10. DISBURSEMENTS**

- 10.1 You agree to pay any disbursements which we incur on your behalf. This may include any courier charges, travel expenses, court fees, counsel's fees, expert's fees, witness' fees, costs draftsmen's fees, Companies House fees, local and other search fees, Land Registry fees, stamp duty, charges for foreign currency conversion, and money transmission and other costs.
- 10.2 We may require you to pay, and you agree to pay, any substantial disbursements in advance of such disbursements being incurred on your behalf. This may include court fees, stamp duty, counsel's fees, expert witness' fees, and registration and other official fees.
- 10.3 We are not obliged to incur any disbursements on your behalf.

## **11. VAT**

- 11.1 Any estimate, fee, additional charge or disbursement is stated to be exclusive of value added tax (VAT) or other taxes or duties which we might be obliged to charge.
- 11.2 Where we are obliged to charge VAT (or other taxes or duties) we will add this to our fees, additional charges and disbursements, at the rate from time to time in force.
- 11.3 Ince Gordon Dadds LLP is registered for VAT under number GB 236065909.

## **12. PAYMENT ON ACCOUNT**

- 12.1 We reserve the right to require you to provide a sum on account of anticipated fees, additional charges and disbursements as a condition of continuing to act for you. Unless we state otherwise in writing, this is not an estimate or an offer to carry out services at a fixed price, and our total charges may exceed the sum paid on account.

### **13. GUARANTEES**

13.1 We reserve the right to require a person connected to you to meet or guarantee payment of our fees, additional charges or disbursements as a condition of acting or continuing to act for you.

### **14. INVOICES**

14.1 We will be entitled to invoice you for our fees, additional charges and disbursements at monthly intervals or earlier when appropriate, unless otherwise agreed with you in writing or specified in the Client Care Letter.

14.2 All invoices are payable in full on delivery.

14.3 All invoices are payable in full regardless of the outcome of the matter, including whether a matter completes or a claim succeeds.

14.4 All invoices are final invoices for the period to which they relate rather than interim invoices, unless otherwise stated. However, as there may be a delay invoicing disbursements incurred on your behalf pending receipt of the relevant invoice from suppliers, our invoices may not be final invoices in relation to disbursements.

14.5 When we issue an invoice, we are entitled to apply any of your funds in our client account which may properly be applied towards payment of that invoice, or any other invoice we have issued in relation to a matter for which we have acted on your behalf.

14.6 If an invoice or any part thereof remains unpaid more than 30 days from the date of issue, we are entitled to:

14.6.1 Charge you interest on the unpaid amount, which will begin to accrue from the end of that period, and will accrue daily at the rate of 8% per annum;

14.6.2 Charge you for our costs of recovering the unpaid amount;

14.6.3 Instruct affiliated firms, businesses or third parties to take appropriate steps to recover any unpaid amounts (including sharing information with them where required for this purpose);

14.6.4 Suspend the provision of all or any of our services (and instruct any third parties engaged by us to suspend the provision of their services); and

14.6.5 Terminate this agreement.

14.7 Our charges are expressed in sterling and we are entitled to receive the full amount after any currency conversion and bank charges.

14.8 We will accept payment of our invoices by bank transfer, cheque, debit or credit card. We prefer payment by bank transfer and reserve the right to require payment be made by bank transfer.

- 14.9 We do not accept payment in cash under any circumstances. Please discuss payment methods which are acceptable with the client care partner responsible for your matter(s).
- 14.10 We are entitled to retain all your files and documents whilst you owe any money to us.

## **15. RESPONSIBILITY FOR PAYMENT**

- 15.1 You are responsible for paying any invoices rendered by us. If in any matter we agree to act for more than one client jointly then, unless we agree otherwise in writing, each client will be jointly and severally liable to pay our invoices.
- 15.2 In contentious matters, we will discuss with you whether any of our charges may be payable by another person. Even if you are successful in any legal action, the other party may not be ordered to pay all or any of the charges, or these may not be recovered from them in full. If the other party is receiving Community Legal Service Funding, or your case is before an Employment Tribunal, you may not get back any of the charges, even if you win the case. You will continue to be responsible to pay our invoices in full on delivery.
- 15.3 If the court orders the other party to pay some or all of our charges, interest on them may be claimed from the other party from the date of the court order. We are entitled to retain that interest to the extent that our charges remain unpaid. We will otherwise account to you for any interest received from the other party in respect of charges you have paid.
- 15.4 You will also be responsible for paying our charges for seeking to recover any money that the court orders the other party to pay.
- 15.5 In some transactional matters, there may be an agreement for another party to pay all or some of your legal charges and expenses. This again does not affect your responsibility for paying our invoices on the due date, and the costs of enforcing such an agreement, and we may ask you to pay our costs before payment is received from the other party.
- 15.6 Please note that we will not accept payment of our fees from a person who is not our client (including any associated company) without our prior agreement, evidence of proper authorisation for the payment, and full clearance for the purposes of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and any other legislation concerning money laundering. We reserve the right to charge you for any checks we deem necessary regarding the source of funds and any additional actions undertaken by us or costs incurred in dealing with such funds.



## **16. OTHER PARTY'S CHARGES AND EXPENSES**

- 16.1 In some circumstances in contentious matters (for example, at hearings during the course of the case or at trial) if you lose the court may order you to pay the other party's legal charges and expenses, which may include a success fee or an After The Event (ATE) insurance premium. These sums are payable by you in addition to our charges.
- 16.2 You should consider whether our charges and your potential liability for another party's legal costs and expenses may be covered by insurance. If you do not already have legal expenses insurance (pre-paid insurance) we would advise you to consider obtaining insurance to meet such costs and expenses.

## **17. QUERIES OVER FEES**

- 17.1 If you are not satisfied with the amount of our fees, we will treat this in accordance with our complaints procedure (for which see clause 30 below).
- 17.2 You may also be entitled to apply to the court for an assessment of your bill under Part III of the Solicitors Act 1974. The usual time limit for making an application is one month from the date of delivery of our invoice. If an application is made more than one month but less than twelve months from the date of delivery of our invoice, the court's permission will be required for the invoice to be assessed.
- 17.3 We reserve the right to charge interest on the outstanding amount of an invoice in accordance with clause 14.6.1 above.

## **18. LIMITATION OF LIABILITY**

- 18.1 Our liability to you is restricted as set out in this clause 18. We encourage you to read this clause carefully. Please ask us if you would like us to explain any aspect of this clause.
- 18.2 We will alone be liable to you for any wrongful acts or omissions of any our members, employees or consultants, subject to any and all exclusions of liability in the Terms of Business. If, as a matter of law, a duty of care, or any other duty, liability or obligation would otherwise be owed to you by any of our members, employees or consultants, any such duty, liability or obligation is excluded to the maximum extent permissible. Our affiliated firms and business will not be under any liability to you whatsoever. Subject to clause 18.3 below, you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any of our members, employees or consultants, or any of our affiliated firms or businesses.
- 18.3 We do not seek to exclude or limit our liability (or that of any other person) to you or any third party for fraud, or for death or personal injury caused by our negligence, or for any other circumstance where the law or our regulatory requirements would

prohibit the exclusion or limitation of such liability. Where a client is dealing with us as a consumer, we do not seek to exclude or limit any liability for direct loss.

18.4 Subject to the above exceptions:

18.4.1 We will not be liable to you for any indirect, special or consequential loss, any exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities, arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including our negligence or non-performance);

18.4.2 We will not be liable to you to the extent that we are not able to provide our services by reason of any circumstances beyond our reasonable control;

18.4.3 We will not be liable to you where you (or any third party) have provided instructions, information or material which is misleading or is incomplete in material respects;

18.4.4 We will have no liability to any person other than you arising out of or in connection with or in relation to our services;

18.4.5 Our aggregate liability in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including our negligence or non-performance), for any loss in respect of any one claim (being all claims arising out of or related or connected to: one act or omission; one series of related acts or omissions; one same act or omission in a series of related matters or transactions; or, similar acts or omissions in a series of related matters or transactions) will be limited to £3,000,000 or such greater amount as we shall agree with you. Where we act for you and other person(s) jointly on that matter or transaction, claims made by you and such other person(s) shall be one claim, and such limitation of liability shall apply to the aggregate claims by you and any such other person(s); and

18.4.6 If you instruct other adviser(s) (either directly or through us) on any matter, we will not be responsible to you for the services, advice or information provided by, or for the fees and expenses of, those other advisers. If we become liable to you in relation to any losses and any other adviser(s) are also liable for those losses, you agree that we shall only be liable to bear a fair share of your losses. Where we are jointly liable with any other adviser(s) or we have a right to contribution from any adviser(s), our liability shall be calculated after deducting all amounts for which other adviser(s) are liable to you or us (whether or not such amounts can be collected) or would have been liable to you or us but for any limit on or exclusion of or compromise or reduction in liability (whether by law or agreement) in favour of such adviser(s).

- 18.5 You agree that our members, employees and consultants shall be entitled to rely on and enforce this clause 18 as if they were a party to this contract, pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 18.6 Nothing in the Terms of Business affects any rights which you may have as a consumer.

## **19. MONEY HELD ON CLIENT ACCOUNT**

- 19.1 In accordance with the SRA Accounts Rules 2011 (SARs) we are required to account to you for interest on money held by us in our client account when it is fair and reasonable to do so. The following is our policy for paying interest on client money.
- 19.2 We will pay interest on client account balances as set out below, unless otherwise agreed between you and us:
- 19.2.1 Normally, funds will be held in our general client account. The rate of interest is based on the rate payable from time to time on an instant access account with Barclays Bank plc less 0.5% to cover our administrative costs.
- 19.2.2 In some cases, funds will be held in a separate designated deposit account. Interest is calculated on a quarterly basis and credited directly to the account. The rate of interest payable by the bank may vary from time to time.
- 19.2.3 Where it is agreed that funds will be held in a treasury deposit account, interest is credited directly by our bank to the account. The rate is dependent on the period the funds are deposited with our bank. Interest is added to the account on the date of maturity. Breaking the terms of the treasury account may result in a reduction of interest due.
- 19.3 The holding of client money is incidental to the carrying out of clients' instructions. In addition, we are required to hold client money in an instant access account to facilitate transactions. As a result, the rates of interest normally paid are unlikely to be as high as those obtainable by yourself.
- 19.4 Interest will not be paid on money held for payment of professional disbursements, or held for the Legal Services Commission.
- 19.5 Interest will only be paid where the amount of interest calculated exceeds £30 in any United Kingdom tax year ending on 5 April. Interest will be calculated on cleared funds. In the case of cheques received, this will be 10 days after the cheque has been deposited with our bank, and for amounts received in any other way interest will accrue from the date of receipt into our client account.
- 19.6 Where money is held in relation to separate matters for you, we will treat the matters and money as separate, unless the matters are so closely related that they should be considered together.

- 19.7 We will normally account to you for interest at the conclusion of the matter. You may contract out of receiving interest by signing a written agreement with us. If an invoice payable by you to us is outstanding, any interest payable will be set off against the amount owing to us.
- 19.8 Where client money is held in our general client account, we will pay interest without deducting tax at source. You are responsible for declaring any interest to HM Revenue & Customs. Where client money is held in a separate designated client account or treasury deposit account, interest is usually paid net of basic rate income tax.
- 19.9 This interest policy will be reviewed periodically, particularly if changes are made to the Bank of England's Base Rate.
- 19.10 Unless otherwise agreed between us or as otherwise notified to you, client money will be deposited in our client account.
- 19.11 If client money were to be lost as a result of a bank collapse, it is unlikely that we would be legally liable to you, but for the avoidance of doubt we exclude all liability to you for any such loss, provided we have acted in accordance with the SARs.
- 19.12 In the event of a bank collapse affecting our client account, we will contact the Financial Services Compensation Scheme (FSCS) with details of our individual and small business clients, so that they can seek compensation from it. Further details are available on the FCA at [www.fscs.org.uk](http://www.fscs.org.uk).
- 19.13 Under the FSCS scheme an £85,000 limit for compensation applies to each individual, so if you hold other personal moneys in the same bank as our client account, the limit remains £85,000 in total.
- 19.14 The £85,000 limit also applies where one deposit-taking institution operates under several brands, so you should check either with your bank, the Financial Conduct Authority or a financial adviser for more information.

## **20. INSURANCE**

- 20.1 Ince Gordon Dadds LLP maintains professional indemnity insurance in accordance with the rules of the SRA. The territorial coverage of the policy is worldwide and the contact details of our insurers are AXIS Specialty London, 4th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ, United Kingdom. Their telephone number is +44 (0)20 7877 3800.
- 20.2 In accordance with the Solicitors' Indemnity Insurance Rules, certain details of the compulsory indemnity insurance that we maintain are available on request.

## **21. DOCUMENT STORAGE AND RETRIEVAL**

- 21.1 Any documents or electronic files we hold for you will be kept in secure storage in paper form, or securely in electronic form, either within our offices or on our servers, or off-site with a specialist storage company or server hosting company.
- 21.2 We will have a lien over (that is, a right to retain) all documents and electronic files relating to your matter if you owe any money to us, whether or not there is any ongoing complaint or dispute. If you change solicitors while your matter is progressing, we have the right not to release your file until our fees are paid, or, at our sole discretion, we may agree to release your file subject to receiving an undertaking, to our satisfaction, that we will have a lien over your files held by your new solicitors.
- 21.3 In cases where you are entitled to a copy of certain files, such as where we cease to act for you, it is your responsibility to contact us for these files and to make arrangements to collect them.
- 21.4 We normally retain documents and electronic files for a minimum period after the end of the relevant contract or our client relationship, or for a longer period in certain circumstances, for which please see paragraph 28.15 below. You may, however, ask us in writing not to destroy certain documents or files, or to put certain documents or files into storage on your behalf, at the end of the usual retention period. Any such storage may be subject to a charge.
- 21.5 If you ask us to retrieve documents or electronic files in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval, but we reserve the right to charge a reasonable fee if a cost is incurred and we reserve the right to charge for our time in accordance with our Client Care Letter. If you ask us to retrieve documents or files so they can be transferred to you or a third party, we will charge you £30 plus VAT per box for retrieval of paper files, unless a higher fee is imposed by a storage company, in which case the higher fee will be charged. For electronic files we will charge a fee on the basis of the time taken by the relevant fee earner at their standard hourly rate plus VAT, in accordance with the Client Care Letter.
- 21.6 We will usually make a complete copy of all the documents or print a full copy of all files and may charge for such copying or printing. We will review the copied documents or print-outs to ascertain which documents belong to us (including any financial and administrative papers, internal communications, draft documents, legal know-how and research notes) and which documents or files belong to you, and may charge you for this. We will only transfer those documents or files which belong to you, and may charge you a fee for the costs of doing so. We may also charge you for any work necessary to comply with your instructions in relation to the transfer of your documents or files.

21.7 We may require you to provide us with signed written authority to release documents or files to you or a third party. Where we have acted for you and another person(s) jointly, we may refuse to release any documents or files until we have received signed written authority from each person to release the documents or files to you or a third party.

21.8 The provisions of paragraph 21.5 and 21.6 do not affect or restrict your right under the applicable Data Protection legislation to request access to your personal data, for which please see paragraph 28.16.1 below, but please note that that right only relates to your personal data. We will not normally charge to respond to such a request, but please see paragraph 28.17 below.

## **22. TERMINATION OF RETAINER**

22.1 You are entitled to terminate your instructions to us at any time by giving us written notice unless not practicable to do so.

22.2 We reserve the right to cease acting for you on reasonable notice if we have good reason to do so. This includes, but is not limited to, where you do not give us clear or proper instructions, where you fail to pay any invoice within 30 days from the date of issue, or where you fail to make a payment on account which we have requested within the time requested.

22.3 We may be obliged to terminate your retainer should a conflict of interests arise in circumstances where we are prohibited from acting for you, as set out in clause 29.

22.4 If you or we decide that we will no longer act for you (for whatever reason), you will be liable to pay our charges, additional charges and disbursements (including, where agreed, the full fixed fee for the matter) and for any charges pursuant to clause 21.

## **23. SRA AND FCA**

23.1 The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but the responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The SRA is the independent arm of the Law Society and the Legal Ombudsman handles complaints about lawyers.

23.2 Ince Gordon Dadds LLP is not authorised by the Financial Conduct Authority (FCA).

23.3 If during our work you need advice on investments, we may refer you to someone who is authorised by the FCA to provide any necessary advice. However, as we are regulated by the SRA, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

23.4 We cannot recommend to you any kind of insurance or other investment.

## **24. CONSUMER CONTRACTS REGULATIONS**

24.1 Where we accept instructions “off-premises” or by distance means (e.g. by post, telephone or email) from an individual client who is not acting in the course of a business, the Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Contracts Regulations) may apply. If they do, and you request us to provide legal services within 14 days of the date the contract between you and us is made, and the services are provided within that period, you will not have the right under the Contracts Regulations to cancel the contract.

## **25. COMMUNICATION BY EMAIL**

25.1 By instructing us and/or providing your email address (or that of a third party) you consent to us using the e-mail address to send information and documents both to you and third parties unless you notify us otherwise in writing.

25.2 We normally send out .pdf copies of our invoices by email, usually with a hard copy also being sent by post. By instructing us you agree that we may send your invoices by email and that you will be deemed to have received your invoice upon its delivery by electronic means to the email address you have provided to us, unless we otherwise agree in writing.

## **26. PUBLICITY**

26.1 In keeping with market practice, we may name you as a client and/or publicise our involvement in your transactions, including in conjunction with the use of your logo or symbol. We are always careful to ensure, however, that this would not be likely to prejudice your interests. You agree to let us know if you have any objections to this practice.

## **27. INTELLECTUAL PROPERTY**

27.1 We will own the copyright in any document prepared by us during the course of carrying out the services for you. We grant you a non-exclusive royalty-free licence to use any such document (or to use it within your organisation) for the purpose for which it is provided, subject to any confidentiality provisions indicated.

## **28. DATA PROTECTION**

28.1 Ince Gordon Dadds LLP takes all due care to protect your personal data in accordance with the applicable Data Protection legislation, and is registered with the UK Information Commissioner’s Office. Ince Gordon Dadds LLP is a member of the Gordon Dadds Group, which includes Gordon Dadds Group PLC and its subsidiaries, a list of which (the “Group Members”) is available at [www.gordondaddsgroup.com/subsidiaries](http://www.gordondaddsgroup.com/subsidiaries) .

- 28.2 When you enquire about our services, or instruct us, we will collect from you essential contact details such as your name, postal address, e-mail address and phone number and, where applicable, the company or other person you represent and your job title, which we need in order to identify you and deal with your enquiry. Depending on the nature of your enquiry, or the matter on which you instruct us, we will collect further personal data about you (or others) which is relevant to the advice we provide, including (according to the circumstances) your age and gender, family and other personal circumstances, your occupation and your financial situation (or that of others), and in certain cases this may include special categories of data (“sensitive data”) or criminal records relating to you.
- 28.3 To comply with our regulatory obligations, including those under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and any other applicable legislation concerning money laundering, tax evasion, crime prevention and fraud protection, we ask you to provide background information about yourself, including identification documents such as a passport and other details, and the source of any funds sent to us, and may need to carry out background checks about you with credit reference agencies and fraud prevention agencies.
- 28.4 When you make a payment to us, details of the method of payment or your credit or debit card details will be recorded
- 28.5 We use the personal data you provide (including personal data relating to individuals representing corporate clients) primarily on the legal basis that it is necessary for us to do so for the provision of the legal services that we have contracted to provide, and for related purposes where we have a legitimate interest in doing so (and where those interests are not overridden by your rights and freedoms), including:
- 28.5.1 updating and enhancing our client records;
  - 28.5.2 analysis to help us manage our practice;
  - 28.5.3 legal and regulatory compliance; and
  - 28.5.4 in order to enforce or apply the contract for provision of legal services that we have with you, to investigate potential breaches, or to protect the rights, property or safety of our firm or others.
- 28.6 Where we need to process sensitive data or criminal records relating to you, we will only do so with your explicit consent or where this is necessary for the establishment, exercise or defence of legal claims.
- 28.7 Our use of the personal data you provide (including personal data relating to other individuals, and those representing corporate clients) is subject to your instructions, the Data Protection legislation and our duty of confidentiality to you.



- 28.8 Please note that our work for you may require us to give information to third parties such as counsel or other UK or foreign lawyers, expert witnesses and other professional advisers, UK and other Government agencies and local authorities, or to a credit reference agency (which may keep a record of the information). This requires the disclosure to such third parties of your contact details, as well as further personal information about you which is relevant to the services they provide or the facilities that we are seeking on your behalf. Such third parties do not act on our behalf, and will have their own policies and practices for the protection of your personal information.
- 28.9 Some of such third parties may be situated in countries outside the European Economic Area (such as the USA) that do not always have the same standards of Data Protection laws as the EU. However, we will ensure that contractual or other safeguards are in place to ensure that your information is adequately protected, under which enforceable rights and effective legal remedies are available for data subjects.
- 28.10 External organisations may conduct audits or quality checks for us, either where this is necessary for compliance with our legal obligations or for the legitimate interests we have in improving our business and services. These external organisations are required to maintain confidentiality in relation to your files. If you do not want your file to be part of this process, please tell us as soon as possible.
- 28.11 In certain circumstances we may be required or permitted by law to disclose your personal information to a third party (for example, if we are required to do so by a court order, or for the purposes of the prevention of fraud or other crime).
- 28.12 We may transfer your personal data to anyone to whom we may transfer our rights and duties under the Terms of Business, for instance if our business is merged with or acquired by a third party.
- 28.13 You agree that we may share your personal data with the Affiliates, its members and / or the Group Members as referred to above at 1.6 and 1.7.
- 28.14 We provide a wide range of additional services for our clients, such as updates and seminars on legal and business developments. We would like to use the details on our database in order to inform you of these, and the various legal services we provide, on the basis that it is necessary for our legitimate interests in promoting and marketing the Group and our professional services. If you do not wish us to use your personal data in this way, please tick the relevant box or click the relevant link on the form or in the email that we send you. If at any time you no longer wish to be included on our circulation list, please tell us. All marketing communications we send you will also contain a simple way to opt out of receiving such further communications from us.
- 28.15 Where you instruct us on behalf of a corporate entity and provide us with personal data relating to an individual in connection with our instructions (including, but not

limited to, information required in connection with the Money Laundering Regulations 2017), you warrant that you have a lawful basis for disclosing to us the personal data relating to the individual for these purposes.

- 28.16 We normally retain client information (including personal data) for a minimum period after the end of the relevant contract or client relationship, or for longer where we are required to do so for compliance with regulatory or other legal obligations, or for the establishment, exercise or defence of legal claims, or where we agree with you to do so. In some cases, it may be necessary for us to retain records indefinitely.

We will provide further details in the Client Care Letter. Our full data retention policy is available on request.

- 28.17 As a data subject you have certain rights, including:

28.17.1 the right to access the information held about you;

28.17.2 the right to ask us not to process your personal data for marketing purposes;

28.17.3 the right to ask us to rectify inaccurate personal data about you;

28.17.4 the right to ask for the restriction of personal data concerning yourself that is inaccurate, unlawfully processed, or no longer required;

28.17.5 the right to ask for the transfer of your personal data in a structured, commonly used and machine readable format where the processing is based on your consent;

28.17.6 the right to ask for the erasure of personal data concerning yourself where processing is no longer necessary, or the legitimate interests we have in processing your data are overridden by your interests, rights and freedoms as the data subject; and

28.17.7 the right to make a complaint to the Information Commissioner's Office which can be contacted by post via: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF or by telephone via 0303 123 1113 (local rate) or 01625 545 745 if you prefer to use a national rate number.

- 28.18 Where you exercise your right to access the information held about you ("data access request"), we will not normally charge you to respond to such a request. However, where information has been provided to you during the course of your matter, or if it was provided to us from you, or if you were copied in when the information was provided, or if it was provided under a previous request, or if the request is manifestly unfounded or excessive, we reserve the right to make a charge to you for searching for, retrieving and providing relevant personal information from our files and systems. We may refuse a data access request that is manifestly unfounded or

excessive. We will respond to any data access request without delay and within one month, although we may need more time if your matter or your data is complex, in which case we may extend this period by up to two further months. We may need to ask further information in order to comply with a data access request and we may need to verify your identity upon any request. We will not normally release full documents or files in response to a data access request, but we will extract the personal data (including data that has become personal data) or we will redact the files to leave only personal data (or data that has become personal data) visible. Our duties to others may require us to redact data that may be, or may have become, personal data.

28.19 Any information that we send you in response to a data access request will not be the same, or in the same format, as the information that you could request under paragraph 21.5 above. It will be personal data only and will be organised solely to allow you to verify processing and to confirm the lawfulness of processing.

28.20 Further details of how we and other members of the Gordon Dadds Group process personal data are set out in the Gordon Dadds Group Data Protection Notice, which is available at [www.gordondadds.com/dataprotectionnotice/](http://www.gordondadds.com/dataprotectionnotice/). If you would like a copy in paper form, please ask your contact at Ince Metcalfe. In case of questions, comments or requests regarding our use of your personal data, please contact us by email to: [dataprotection@gordondadds.com](mailto:dataprotection@gordondadds.com) or write to us at the following address: Data Protection Manager, Gordon Dadds Group, Aldgate Tower, 2 Leaman Street, London, E1 8QN.

## **29. CONFLICTS OF INTEREST**

29.1 We try to avoid possible conflicts of interest before accepting instructions from a new client. We may only act for two or more clients in connection with the same matter in limited circumstances as set out in the SRA Code of Conduct 2011, and with their prior agreement.

29.2 Sometimes situations arise where the interests of two or more of our clients are in conflict or where our obligations of confidentiality create a conflict. If this happens, we will (unless prohibited from doing so) inform all clients concerned and then, depending on the circumstances, we may have to stop acting for some or all of them. We will always try to find reasonable and fair solutions to such problems and where appropriate we may seek guidance from the SRA as to the proper course.

29.3 We may act for other clients in the same industry or sector as you who may be actual or potential competitors. You agree with our acting in this way unless an actual or potential conflict arises.

### **30. COMPLAINTS PROCEDURE**

- 30.1 We hope that you will never have cause to complain about our services, but if you are dissatisfied with your relationship with us, or the way in which any aspect of your work is being or has been handled, you should contact the Partner with overall responsibility for your matter in the first instance.
- 30.2 If the matter cannot be resolved by the Partner with overall responsibility for your matter, then you should contact our Senior Partner, being:
- 30.2.1 Senior Partner of Ince Gordon Dadds LLP, Roger Peters, by email (rogerpeters@incegd.com), telephone (+44 (0)20 7518 0266) or post (Roger Peters, Ince Gordon Dadds LLP, Aldgate Tower, 2 Leman Street, London, E1 8QN).
- 30.3 We reserve the right to respond to any complaint against us either through the individual with overall responsibility for your matter or through our Senior Partner or any other Partner.
- 30.4 We will provide you with details of our complaints procedure on request.
- 30.5 If your complaint has not been resolved to your satisfaction within 8 weeks of making the complaint, you may be able to complain to the Legal Ombudsman. However, not all clients will be entitled to have their complaint considered by the Ombudsman as the service is only generally available to members of the public, very small businesses, charities, clubs and trusts. The Legal Ombudsman can be contacted as follows:
- Legal Ombudsman  
PO Box 6806  
Wolverhampton, WV1 9WJ  
United Kingdom  
Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)  
Telephone: +44 (0)300 555 0333
- 30.6 Normally you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint, and within six years from the date of the alleged act or omission, or three years from when you should reasonably have known that there was a cause for complaint (or where the relevant date was before 6 October 2010). You should also note that the Ombudsman will not consider a complaint about a bill if you have applied to the court for it to be assessed.

### **31. MONEY LAUNDERING LEGISLATION**

- 31.1 Our acceptance of your instructions is subject to your complying at all times with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and any other legislation concerning money laundering (Money Laundering Legislation), including providing us with any information and documents that we may require in order to comply with the Money Laundering Legislation.
- 31.2 By instructing us you agree to provide us with any information and documents that we may require in order to comply with the Money Laundering Legislation. If we are not able to satisfy the necessary procedures and obtain the information and documents we require in order to comply with the Money Laundering Legislation, we cannot act for you, and if (in our discretion) we have started to do so, we will have to cease acting for you.
- 31.3 We reserve the right to take any steps which in our absolute discretion we consider it necessary to take in order to comply with the Money Laundering Legislation, and we accept no liability to you or any other person for any loss howsoever arising occasioned by our doing so. By instructing us you consent to our making any disclosure to the authorities that we consider necessary for these purposes.

### **32. CREDIT CHECK REFERENCE**

- 32.1 We reserve the right to instruct a credit reference agency to conduct a search and provide us with a credit reference report about you. Our acceptance of your instructions may be subject to our obtaining a credit reference report about you which we consider satisfactory.

### **33. MERGER**

- 33.1 If we transfer all or substantially all of our business to another firm (Successor Entity), our agreement with you will not be automatically terminated by reason of such transfer. You agree that the Successor Entity is automatically appointed by you so that continuity of service can be provided to you. Both the Successor Entity and you may rely on the Client Care Letter and the Terms of Business as setting out the continuing terms of the agreement.

### **34. LAW AND JURISDICTION**

- 34.1 The Terms of Business and the contract between us will be subject to the laws of England and Wales, and the courts of England and Wales will have non-exclusive jurisdiction over any matter arising out of them.

**35. SEVERANCE**

35.1 If any provision or part-provision of the Terms of Business is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms of Business.

**36. CONTACT INFORMATION**

36.1 Please notify us of any changes to your address for correspondence or billing address, your phone, fax or mobile numbers and your email address so that we can communicate effectively with you.

You can send new contact details to:

Records Department,

Ince Metcalfes

46-48 Queen Square, Bristol, BS1 4LY

t: +44 (0) 117 929 0451

f: +44 (0) 117 929 9551