

# TERMS OF BUSINESS

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## 1. Introduction

These Terms and Conditions and our Client Care letter set out the basis on which Sprake & Kingsley LLP provides its services to you. They will apply to all dealings, both current and future, unless notification is given that new terms and conditions apply. In the event of any conflict between this document and the relevant Client Care letter, the Client Care letter shall prevail. Where we say “we” “us” or “our” we mean Sprake & Kingsley. Where we say “you” or “your” we mean the client identified in our client care letter (normally issued each time we start to act for you) and anyone identified to give instructions on that client’s behalf.

## 2. Responsibilities

### What you can expect of us

- Treat you fairly and with respect
- Communicate with you in plain language
- Review your matter regularly
- Advise you of any changes in the law that affect your matter
- Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

### What we expect of you

- Provide documents when we ask for them and respond promptly when we ask for instructions or information
- Notify us if your contact details change
- Tell us immediately if your expectations change or if you are not sure you understand what we have discussed
- Inform us of any time limits or objectives of which we should be aware.
- Notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements
- Let us know about any other changes that may affect the way we deal with your matter

## 3. What we also expect from you

- 3.1** If you ask us to accept instructions from another person we will ask for your written authorisation and we will need to verify their identity.
- 3.2** It is vital that you provide us with all relevant information to represent you and provide services to you

and that all information provided is, to the best of your knowledge, complete, accurate and up to date, and is supplied as quickly as practicable. If you do not do so, it may cause a delay to your matter.

**3.3** Please tell us of any subsequent changes to the information provided, as well as about any further information which might be relevant. If you do not do so it may result in a delay to your matter.

**3.4** Our services are provided to you and may not without our prior written consent be disclosed to any other party or be referred to in any public document or communication.

#### **4. People responsible for your work**

**4.1** The Schedule attached to the Client Care Letter states who will carry out most of the work in your matter ("the person acting") and their status. The Schedule also indicates the person within this firm who acts as supervising partner to your matter.

**4.2** The other support staff who will also work on your matter and their status will be set out in the Schedule. Please contact them if the person acting is unavailable. They will usually be able to access the file and answer routine queries when the person acting is out of the office. All contact details are set out in the Schedule.

**4.3** We will try to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly who will be handling the matter and why the change was necessary.

#### **5. Hours of business**

Our normal office hours are between 9am and 5pm Mondays to Fridays. We are not open at weekends or on Bank Holidays.

#### **6. Communications**

**6.1** We will communicate with you by email, telephone and letter. Please let us know if you have a preferred method of communication.

**6.2** All emails received will undergo a virus check. We cannot be responsible for the security of correspondence sent by email or fax.

**6.3** The exchange of email messages may be subject to delays outside our control and the safe delivery of email via the internet should not be assumed.

**6.4** Unless you ask us, we shall not be required to encrypt or password protect any email or attachment sent by us.

**6.5** We do not accept the service of documents by email.

**6.6** We may monitor and retain records of our calls, letters, emails, text messages, social media messages, and other communications relating to your dealings with us. We will do this for regulatory compliance, self-regulatory practices, crime prevention and direction, to protect the security of our communications systems and procedures, for quality control and staff training, and in preparation for circumstances where a record of what has been said becomes necessary.

#### **7. Excluded services**

**7.1** Unless otherwise expressly agreed with you, we will not be responsible for advising on tax or accountancy matters. We recommend that you seek advice from tax advisors or accountants as appropriate.

**7.2** If you have any questions in this respect, please raise them with us immediately. If you do not have tax advisors or accountants we may be able to identify a source of assistance for you. We may charge you the fees incurred if we instruct specialist tax counsel on your behalf or refer the issue to tax advisers.

**7.3** Unless otherwise expressly agreed with you, the work we undertake will not include monitoring or reminding you of renewal dates or other notice periods.

**7.4** We will not be responsible for advising on any area relating to overseas rights or assets. We recommend that you obtain specialist advice from the relevant jurisdiction.

#### **8. Anti-money laundering etc procedures**

**8.1** To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing legislation, we are likely to ask you for proof of your identity and we may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed or we may decline instructions.

**8.2** You agree that we may make checks using such online electronic verification systems or other databases as we consider appropriate.

**8.3** If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

**8.4** The law also requires us to verify the source of all funds and the accounts you will send us funds from. This includes asking clients for documentary evidence of the source of funds.

**8.5** If you send us funds from a different source to that provided under 8.4 it may delay your transaction. If you send money we did not ask for, whether or not it was by mistake we will have to investigate this for regulatory purposes. As a result refunds usually take a minimum of 8 working days before payment to you.

**8.6** In order to comply with its statutory obligations, the firm operates an anti-money laundering reporting procedure. If the firm knows or suspects that you (or any other party involved in this matter) are involved in money laundering or hold the proceeds of crime, the firm may be required by law to make a report to the National Crime Agency (NCA) and if notification is made, the firm is prohibited from advising the suspected party that it is doing so. These requirements override the firm's duty of confidentiality to you.

**8.7** Proceeds of crime are assets or income which have been acquired through some illegal activity, for example drug-trafficking, non-payment of tax or fraudulently obtaining benefits. If a report is made to the NCA, the firm must stop work on the matter until it is authorised by the NCA to proceed.

**8.8** Any fees, disbursements and other charges incurred in complying with the above will be charged to you. There may be circumstances in which the firm considers that it is obliged to make a report to the NCA which it later turns out was not required by law. By instructing the firm you agree that such reports can be made. The firm cannot accept responsibility or liability for any loss, damage or expense (whether direct, consequential or otherwise) arising from any delay or otherwise as a result of making any reports to the NCA and ensuring compliance with its statutory obligations.

**8.9** We will retain all documents, personal data and information which we are required to obtain from you in order to comply with our duty to carry out due diligence for at least the period specified in law and for such longer

periods we consider necessary for our administrative purposes.

**8.10** The anti-money laundering guidance that UK banks and other financial services firms adhere to is issued by the Joint Money Laundering Steering Group (JMSLG).

The JMSLG does not require banks to routinely identify the beneficial owners of pooled accounts held by law firms as they do with most other accounts on the proviso that this information is available upon request.

You agree to us disclosing your details to our bank if it requests information about the beneficial owners of our pooled client account. If further information or documents are required from you to identify the owners of funds held by us, you agree to provide them.

## **9. Joint instructions**

**9.1** When we act for more than one party, such as spouses, family members, or business partners, we will assume that each person can give instructions on behalf of everyone else. However, we must carry out identity checks on each client before we begin work.

**9.2** In the case of companies, we will accept instructions from an individual company director unless otherwise instructed in writing.

**9.3** Unless otherwise agreed, each party instructing us is jointly and severally liable for all costs and disbursements.

**9.4** Joint owners will receive the net proceeds of a sale equally unless you instruct us otherwise. Unless notified, we shall assume that only you are interested in those proceeds, and there are no trusts or similar arrangements in favour of third parties.

**9.5** Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant services, or if a conflict of interest arises between joint clients, we may suspend or terminate the provision of the services related to that matter to one or more of the joint clients.

## **10. Limited companies**

When accepting instructions to act on behalf of a limited company, we may require a director or controlling shareholder to sign a personal guarantee for our legal costs and disbursements.

## **11. Conflicts of Interest**

**11.1** We will not normally act for two or more clients in the same matter where an actual or potential conflict of interest exists between those clients. We may act for two or more clients in the same matter if a substantially common interest exists, we have explained the relevant issues and risks to each client, and they have subsequently given informed consent to us acting for all of them. We will only act in these circumstances where we are satisfied it is reasonable for us to do so, is in the best interest of all clients, and that the benefits outweighs the risks.

**11.2** In any such case, no individual within the firm will act for or be responsible for supervising work done for more than one of the clients. Appropriate safeguards will be in place to ensure each client's confidential information is protected.

**11.5** If we subsequently cease acting for one of the clients, they will be required to pay the costs and disbursements incurred on their behalf up to that point.

## **12. Our disclosure obligations**

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency (NCA) where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

## **13. Confidentiality**

**13.1** We will keep any information which we acquire about you, your business or your affairs confidential. However, we are subject to legal and regulatory requirements so may be required to disclose information to others, for example our auditors, the Information Commissioner's Office (ICO) the SRA, HMRC, our professional indemnity insurers and brokers to obtain such insurance.

**13.2** We may also be legally obliged by the NCA or other law enforcement or government agencies to provide information or documentation in connection with you, your business or your matter.

**13.3** It may be necessary for us to instruct third parties, for example, barristers, accountants, experts and agents, or communicate with organisations, such as the courts, on your behalf and in doing so disclose information about you and your matter.

**13.4** We occasionally ask other people, companies, or organisations to undertake work on our behalf to ensure this is done promptly. Examples of this would include large scale photocopying and the legal costing of files. We will always obtain a confidentiality agreement with these outsourced providers before an outsource is allowed access to client confidential information. If you do not want your file to be outsourced, then please tell us as soon as possible.

**13.5** We use cloud storage for client files. Our cloud software provider is LEAP. LEAP's cloud infrastructure is provided and maintained by Amazon Web Services. Amazon Web Services demonstrates a commitment to information security at every level of the organisation and complies with internationally recognised standards, the EU Data Protection Directive, the General Data Protection Regulation and the Data Protection Act 2018.

## **14. Acting for lenders**

**14.1** If, in addition to acting for you, we are also acting for a proposed lender (eg a bank or building society) in connection with your transaction then we will owe duties to that lender to disclose all relevant facts about the transaction and mortgage. This includes, for example, any differences between your mortgage application and information we receive during the transaction, and also any cash back payments or discount schemes that a seller is giving to you.

**14.2** We must be vigilant in protecting our lender clients against mortgage fraud. All funds must be paid through our bank account and cannot be directly transferred to the seller. We are also obliged to report to your lender any allowances or incentives the seller gives.

## **15. Fraud prevention**

**15.1** Be aware that fraudsters have sophisticated ways to make or send communications which look like they are from solicitors, but which are not.

**15.2** You should always query emails supposedly received from us, but which are actually from a different email address, particularly if the domain name is different.

**15.3** If funds need to be sent to our client account we will give you our bank account details. We only have one client account. Our bank account details will not change during the course of a transaction, and we will not change our bank details via email. Please be careful to check account details with us. We will not accept any responsibility if you transfer money into an incorrect account. If you are asked to send funds to any other account you should not do so and should contact the person responsible for your matter to verify the request.

## **16. Distance selling : The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

**16.1** You may have the right to cancel this contract within 14 calendar days of the date of the accompanying letter without any reason. This right applies when the costs and instructions are agreed:

- a. by telephone, mail, email, or online. This is called a distance contract;
- b. away from our office, for example, we met with you at home. This is called an off-premises contract.

**16.2** To exercise your right to cancel, please inform us of your decision in writing. We will acknowledge receipt in writing. Send your communication before the cancellation period has expired to meet the cancellation deadline.

## **17. Starting work immediately**

**17.1** If we take instructions from you in one of the ways set out in paragraph 16 above we are unable to start work on your matter until the 14 day cancellation period has expired.

**17.2** We can only start work immediately if you request us to do so. You can do this by signing and returning the Acknowledgement sent with the Client Care letter. Failure to return the Acknowledgement may result in a delay in the work we do for you.

**17.3** If you request us to start work immediately you still have the right to cancel the contract before the end of the 14 day period. If you cancel the contract after requesting us to carry out work you will be charged for work done and expenses up to the date you cancel.

**17.4** If you have made any payments on account prior to the cancellation these will be returned to you, less any charges and expenses as a result of you requesting us to start work immediately.

**17.5** You will lose the right to cancel if we have started work at your request and have fully performed our services by the time you cancel.

## **18. Our fees**

**18.1** Our fees are normally based on the time spent dealing with a matter. Other factors may also be taken into account in accordance with Law Society rules, for example complexity, value of the property or subject matter involved, importance to the client and urgency. We reserve the right to add an uplift to our hourly rates to take account of these other factors, and to make a charge for the use of our precedents and know-how.

**18.2** The Schedule to the Client Care letter includes a costs estimate and the charge rates of all staff who may work on your matter.

**18.3** If for any reason your matter does not proceed, we will charge you for the work we have done and the expenses incurred, any payment will be due as set out in clause 17.2.

**18.4** In the event of you varying your instructions, this may increase the time required to be spent on your matter and/or increase costs. The estimate of costs in the Schedule to the Client Care letter is based on the scope of work outlined in that Schedule. If we require to issue a revised estimate in the light of revised instructions, we will advise you of this in writing.

**18.5** Our costs estimate may also require to be changed if the matter becomes complicated or delayed in a manner that was unexpected at the time we entered into our agreement with you.

**18.6** Time spent will include meetings with you (and perhaps others); any time spent travelling; considering, preparing and working on papers; file opening and compliance procedures; attending court; legal research; correspondence (including emails); preparing attendance notes; making and receiving telephone calls; and preparing and providing copies of documents for you after completion of a matter. We record time in six minute units. That means that if a fee earner working on a matter for you spends less than six minutes on your matter on one or more occasions, a full six minutes may be recorded for each occasion.

**18.7** Where applicable, our hourly rates are set out in the Schedule to the client care letter and vary according to the level of seniority and expertise of each adviser. VAT will be added where applicable. The hourly rates are normally reviewed annually but we reserve the right to alter rates at other times. You will be notified of any changes to the rates. If you wish to cease instructing the firm as a result of any increase in rates, you are free to do so.

**18.8** Although hourly rates are the norm, we aim to be flexible in our approach to charging and may have agreed with you an alternative charging method in our Client Care letter.

## **19. Disbursements and other charges**

**19.1** Disbursement means any costs or expenses paid to a third party on behalf of you or a trust (including any VAT element).

**19.2** By instructing us, you are authorising us to incur such disbursements as we consider necessary. However, we will consult you before incurring any significant disbursements.

**19.3** VAT will be added to disbursements and other charges where applicable.

## **20. Payments on account**

We may require you to make a payment to us on account of fees, disbursements and other charges at any time and on more than one occasion. The receipt of any such payment on account will be a condition of acting, or continuing to act, for you. Our total bill may be higher than the amount you have paid on account. Money paid on account which is not subsequently required for fees, disbursements and other charges will be refunded to you.

## **21. Clients' money**

**21.1** Where we receive money from you (including payments on account of costs or disbursements), it will (unless agreed otherwise with you) be held in our general client account.

**21.2** Our client account is subject to the strict provisions of the Solicitors Regulation Authority Accounts Rules 2019 (“SRA AR”).

For more information see;

<https://www.sra.org.uk/solicitors/handbook/accountsrules/>.

**21.3** The SRA AR prohibit us from using a client account to provide banking facilities to clients or third parties. Save in exceptional circumstances, we are required to pay client money to you as our client and we cannot pay third parties on your behalf.

**21.4** Our client account is with a UK bank which is regulated by the Financial Conduct Authority (FCA).

We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

**21.5** The FSCS is the UK’s statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £120,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

**21.6** The limit is £120,000 per banking institution. If you hold other personal money in the same banking institution as our client account[s], the limit remains £120,000 in total. Some banking institutions have several brands. The compensation limit is £120,000 per institution, not per brand.

**21.7** The FSCS also provides up to £1.4m of short-term protection for certain high balances, eg relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

**21.8** The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

More information about the FSCS can be found at <https://www.fscs.org.uk>.

## **22. Billing and payment terms**

**22.1** Unless otherwise agreed in your Client Care letter, we will be entitled to bill you in respect of fees, disbursements and other charges monthly and on completion of each matter. At the end of our financial year we shall be entitled to bring up to date our billing in respect of all your then unbilled work. There may be a delay in invoicing disbursements incurred on your behalf pending our receipt of the relevant invoices from suppliers and our bills are not a final bill in relation to disbursements and other charges.

**22.2** Our bills are due for payment on receipt without any deduction, set-off or counterclaim. We reserve the right to suspend or terminate the provision of further services until payment is received. If a bill (or part of a bill) remains unpaid for 30 days after the date of the invoice, we reserve the right to charge interest at the rate applicable to judgment debts until payment is made. In addition to our legal right (lien) to hold on to certain of your papers and other assets in our possession until all sums outstanding to us are paid, we have a contractual right to

do the same (whether in relation to the services for which payment has not been made or any other services).

**22.3** If you are required by law to make a deduction or withholding from the payment of a bill for our services, you are required to notify us in writing of the amount to be deducted or withheld and the legal justification for such deduction. If required by us, you shall pay such additional amount as shall be required to ensure that the net amount received by us will equal the full amount which would have been received by us on payment of the relevant bill had no such deduction or withholding been required to be made. To the extent that any deduction or withholding in respect of which an additional amount has been paid under this paragraph results in us obtaining a tax credit or deduction (all reasonable endeavours having been used to obtain such credit or deduction), we shall pay to you an amount equal to the lesser of (i) the amount of tax saved by us as a result of the use of such credit or deduction and (ii) the additional sum paid under this paragraph.

**22.4** Unless otherwise agreed in writing, you must pay all bills in sterling. If bills are not paid in sterling and we incur currency conversion charges or other bank charges, or we suffer exchange-rate losses, we reserve the right to charge additional sums to cover such items.

**22.5** If a third party agrees to be responsible for payment of some or all of our fees, disbursements and other charges on your behalf, and payment is not made in accordance with these Terms, you will be responsible for paying to us any outstanding amount.

**22.6** Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance and we will need the party’s name, contact details and any other information or identification documents we request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them and our bills will still be addressed to you. If someone else does pay some of our bills, you are responsible for paying the rest.

## **23. Payment and receipt of funds**

**23.1** We do not accept cash payments. Do not pay cash into our account as this may result in a delay in your transaction/matter whilst the source of the payment is verified.

**23.2** If you try to avoid our policy of not accepting payment in cash by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to make enquiries about the source of funds.

**23.3** Cheques can be accepted but are subject to various clearance dates which you should check with us.

**23.4** The best way to send funds to us is by bank transfer.

**23.5** Where we pay money to you, it will be by cheque or bank transfer. It will not be paid in cash or to a third party.

**23.6** Whichever payment method is used we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. You authorise us to send any cheque in the ordinary post and, on posting, property and risk in the cheque will pass to you

**23.6** Before making electronic funds payments we will need to verify your account information. If you would like us to use any particular payment method then please let us know.

## 24. Payment of interest

**24.1** Any money received on your behalf will be held in our client account. In accordance with the Solicitors Accounts Rules it will only be held while there is an underlying legal transaction.

**24.2** It is our policy to account to clients or third parties for a fair sum in lieu of interest on a fair and reasonable basis (we refer to this as interest).

**24.3** We are required by the Solicitors Regulation Authority (SRA) to ensure client money is available on demand, unless we agree an alternative arrangement in writing with the client or third party for whom the money is held. We therefore hold client money in an instant access account only unless an alternative arrangement is agreed in writing.

**24.4** This means the interest rate paid on client money held in our general client account may not be as high as could be achieved if the client or third party for whom the money is held placed the money on deposit themselves.

**24.5** Full details of our arrangements including the current rate of interest are set out in our Interest Policy. Please ask if you would like a copy of this policy. It is also available on our website.

**24.6** Interest is paid if we hold £25,000 or more for 22 days or longer.

**24.7** Interest will not be paid if the total amount calculated is less than £30. Interest will be calculated at the end of the matter and will be credited to the client ledger at that date.

**24.8** Interest on funds will be calculated from the 22<sup>nd</sup> day after the monies are treated by us as cleared funds by our bank. Generally, for cheques this will be 7 working days after the money is credited into our account by our bank. For debt or credit card payments this is the date of actual receipt of funds into our client account. Credit or debit card payments usually take 3 working days after the payment has been authorised. Funds paid by direct bank transfer are clear the day they are credited to our bank account. This is usually the following working day.

**24.9** If and when any interest is paid to UK residents by us, it will be paid without deduction of tax. It is your responsibility to declare sums so received for tax purposes.

**24.10** Where the firm makes (or secures the making of) a savings income payment to an individual who is resident in another EU member state (or certain other prescribed territories), the firm must notify the domestic tax authorities and provide a return of the payments made. The domestic tax authorities will share this information with the tax authorities in your country of residence.

## 25. Early termination of services

**25.1** You or we may bring the provision of all or any services to an end at any time by giving written notice to the other. We will not do this without giving you reasonable notice and without a good reason such as:

25.1.1 your failure to pay to us any amount due, or money on account requested; or

25.1.2 your insolvency; or

25.1.3 the discovery or creation of a conflict interests of; or

25.1.4 our being prevented from acting by the NCA; or

25.1.5 your requesting us to break the law or any professional requirement; or

25.1.6 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or

25.1.7 your failure to give us adequate instructions; or

25.1.8 any other breach by you of these Terms.

**25.2** If the provision of services is terminated you will be liable only for fees arising and payments made or committed up to the date of termination, together with any fees or payments for services necessary in connection with the transfer of the matter to another adviser. If this happens, we shall charge for services provided in accordance with the hourly rates prevailing at the relevant time. VAT will be charged as applicable. All our rights set out in these Terms shall continue to apply even if we terminate the agreement between us.

## 26. Duty of care and other advisers

**26.1** The services provided by us are for your benefit alone and solely for the purpose of the matter to which they relate. They may not be used or relied upon for any other purpose or by third parties. Our duty of care is to you as our client and does not extend to any third party.

**26.2** Subject to what is set out in paragraph 32 below, no third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms, provided that no right or remedy of any such person which exists or is available otherwise than by virtue of that Act shall be adversely affected by these Terms.

**26.3** We may, on your behalf with your agreement, instruct, liaise with or coordinate advice from other professional advisers and/or service providers. We will not be responsible for the accuracy or appropriateness of the advice given or work undertaken by those other advisers or for payment of their fees and other charges.

## 27. Data Protection

**27.1** We use your personal data primarily to provide legal services to you, but also for related purposes as described in our Privacy policy including:

conducting checks to identify you, verify your identity and screen for financial or other sanctions
gathering and providing information required by or relating to audits, enquiries and investigations by regulatory bodies
complying with professional, legal and regulatory obligations that apply to our business
ensuring business policies are adhered to, eg policies covering security and internet use
operational reasons, such as improving efficiency, training and quality control
ensuring the confidentiality of commercially sensitive information
statistical analysis to help us manage our practice for example in relation to our financial performance, client base, work type or other efficiency measures
updating and enhancing client records
preventing unauthorised access and modifications to systems
preparing and filing statutory returns
ensuring safe working practices, and monitoring and managing staff absences and staff access to systems and facilities
staff administration and assessments, monitoring staff conduct, and disciplinary matters
debt collection
external audits and quality checks

**27.2** Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, other relevant UK legislation and our professional duty of confidentiality.

**27.3** Sprake & Kingsley is a data controller for the purpose of the data protection legislation.

**27.4** We take your privacy very seriously. Please read the Privacy Policy sent with the Terms of Business carefully as it contains important information on:

what personal data we collect about you and how that data is collected
how, why and on what grounds we use your personal data
who we share your personal data with
where your personal data is held and how long it will be kept
whether your personal data may be transferred out of the European Economic area and, if so, the measures taken to protect that data
your rights in relation to the personal data we hold or use
the steps we take to secure your personal data
how to make a complaint in relation to our use of your personal data
how to contact us with any queries or concerns in relation to your personal data

**27.5** Further copies can be requested from our Office Manager and a copy is available on our website

## **28. Storage of documents**

**28.1** After completion of the matter, we are entitled to keep all your papers and documents while money is owing to us for costs and disbursements.

**28.2** In property related transactions, we will keep our file of papers (except for any papers which you ask to be returned to you) for the period of time required by the Solicitors Regulation Authority. In all other cases, we will keep our file of papers (except for any papers which you ask to be returned to you) for at least six years and on the understanding that we have your authority to destroy the file six years after sending you our final bill.

**28.3** We may indefinitely keep any information about you and your matter held in a digital format.

**28.4** We will not destroy documents you ask us to deposit in safe custody.

**28.5** If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

## **29. Intellectual property rights**

**29.1** We retain full and exclusive ownership of all copyright and all other intellectual property rights in all documents, advice and other works (in any form including, without limitation, in electronic form) we create, develop or generate for you in the course of providing the services (including, without limitation, working and draft documents and advice as well as final documents and advice). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use and reproduce such documents, advice and other works solely for the purposes for which such services were

provided by us and not otherwise. If you do not pay us in full for such services in accordance with paragraph 22 we may, on giving you notice, terminate that licence with immediate effect (in which event you shall not use or reproduce such documents, advice or other works for any purpose) and we will only again grant such licence to you once full payment has been made to us for such services.

**29.2** We may retain for our subsequent use a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be retained.

**29.3** If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as name, addresses or descriptions) which might reasonably enable you to be identified.

## **30. Financial services**

**30.1** We are not authorised by the Financial Conduct Authority. However we are included on the register maintained by Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at

[www.fca.org.uk/register](http://www.fca.org.uk/register).

**30.2** If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. We may, however, provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

**30.3** The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman has formal powers to resolve complaints about solicitors. If you are unhappy with any investment or insurance advice you receive from us, you should raise your concerns with either of those bodies.

**30.4** Our role is as legal adviser and therefore it is not generally part of our function to give advice on the merits of investment transactions or to act as a broker or arranger. Accordingly, we have assumed that your decision to discuss or negotiate any particular transaction, and any decision actually to enter into any transaction, will be made by you on the basis of your own assessment of the business, financial and policy aspects of the matter. In any event, it is not part of our role to communicate invitations or inducements to engage in investment activity on behalf of clients, and therefore nothing we say (by whatever means of communication) or do, should be construed as an invitation or inducement to you, or to anyone else, to engage in investment activity.

## **31. Equality and Diversity**

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

### 32. Exclusions and limitations of liability

**32.1** If we are prevented by circumstances beyond our reasonable control from providing the services we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances. If as a result of those circumstances we are unable to meet any deadline or complete the services by any estimated date of completion or at all:

32.1.1 any such failure on our part will not constitute a breach of the agreement between us;

32.1.2 we will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and

32.1.3 any estimated date for completion of the services will be extended accordingly.

**32.2** We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequences of, any event or change in the law (or its interpretation) which occurs after the date on which the relevant service is provided.

**32.3** We shall not be liable for any indirect loss or damage or any loss of profit, income, anticipated savings, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.

**32.4** We have professional indemnity insurance in accordance with statutory requirements. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy can be provided on request.

**32.5** It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

**32.6** The liability of Sprake & Kingsley for any claim in contract, tort, negligence, for breach of statutory duty or otherwise, for any loss or damage, costs, other charges or any contractual or statutory interest howsoever caused arising out of or in connection with our services shall, in relation to each matter, be limited to the sum of £7 million.

**31.7** Nothing in these Terms shall exclude or restrict our liability to you for death or personal injury resulting from our negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited or excluded under any applicable law or regulation.

### 33. Complaints

**33.1** We want you to be completely satisfied with the service you receive from us.

If you are unhappy about any aspect of the service you have received, or about a bill, please contact the person acting, or the Supervising Partner whose name is given in the Schedule to the Client Care letter.

If that does not resolve the problem to your satisfaction, then you may take the matter up with our Complaints Partner.

The firm's complaints procedure and a copy is available on request and on the website:

[Sprake & Kingsley Complaints Handling Procedure \(sprakekingsley.co.uk\)](http://sprakekingsley.co.uk)

**33.2** If we are unable to resolve your complaint you can have your complaint looked at by the Legal Ombudsman. This applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or trust with a net income of less than £1m, or if you fall within certain other categories (you can find out more from the Legal Ombudsman).

The Legal Ombudsman's contact details are:

Address: PO Box 6167 SLOUGH SL1 0EH

Telephone: 0300 555 0333 BETWEEN 10:00 to 16:00

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

**33.3** The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern: you must refer your concerns to the Legal Ombudsman within six months of our final response to you. Full details are available on their website.

**33.4** The Solicitors Regulation Authority ([www.sra.org.uk](http://www.sra.org.uk)) can help if you are concerned about our behavior (eg dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic).

**33.5** In certain circumstances you may have the right to challenge our bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

### 34. Applicable law

**34.1** Any dispute or legal issue arising from our Terms of Business will be determined by the Law of England & Wales, and considered exclusively by the English and Welsh courts.

**34.2** The firm, its solicitors and all fee earners are only qualified to advise on English Law within the jurisdiction of England & Wales.

**"Sprake & Kingsley" & "Sprake & Kingsley Solicitors"**  
are trading names of Sprake & Kingsley LLP  
a limited liability partnership  
registered in England and Wales  
(LLP Number OC422486)

The firm's VAT number is 106096880

**Partners:**  
Karen Phillips (Managing)  
Clare Gissing, Frances Davy,  
John Hay & John Williams

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