



TERMS AND CONDITIONS OF BUSINESS

Thank you for instructing Signature Law Ltd to act on your behalf. These Terms and Conditions of Business and the accompanying client care letter will set out the basis upon which we will act for you. These documents are sent to all our clients, so please do not feel that any of the points raised are directed personally at you.

1. People Responsible for your work

The letter accompanying these Terms and Conditions of Business gives details of all the fee earners who will be acting for you. We will try to avoid changing the people who handle your matter, but if it is necessary, we will inform you immediately who will be taking over the matter and why the change was necessary.

2. Our Authority

You give us full authority to act for you to the fullest extent necessary or desirable to progress your matter. In particular, we may engage Barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which is necessary or desirable to progress your matter. If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for payment of their fees and expenses.

Please be assured that third parties will not be engaged without prior discussions with you.

3. Data Protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing client records
- Analysis to help us manage our practice
- Statutory returns
- Legal and regulatory compliance

Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated.

We have appointed Miss Sital Somaiya as our representative for the purposes of the current Data Protection Regulations.

4. Our Service Commitment

We are committed to providing you with a good quality legal service and we will:

- Keep you regularly informed as to the progress of your matter;
- Communicate in plain language;
- Explain the legal work which may be required and the likely timescales involved to achieve it;
- Advise you of the costs/risk benefit of pursuing the matter and update you of this on a regular basis;
- Review the matter regularly;
- Advise you of any changes in the law

We can only advise on the laws of England and Wales. If you require advice on the laws of other jurisdictions, we will, with your agreement, instruct lawyers practising those laws to give such advice on the same basis as we engage other third parties on your behalf, as referred to above.

The firm is regulated by the Solicitors Regulation Authority, who audit each firm from time to time. During the course of an audit, we may have to provide your file to the Assessor.

5. Your Responsibilities

You will (as far as practically possible):

- Provide us with timely instructions, information and materials necessary or desirable for us to perform the services for you;
- Notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;
- Ensure that all information provided to us is complete in all material respects and not misleading
- If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

6. Hours of Business

Our office hours are 9.30am to 5.30pm Monday to Friday. Reception is open at lunchtime, but we are sure you will appreciate that if you telephone at this time the fee earner dealing with your matter may not be available, although he or she will return your call as soon as is possible thereafter.

Should you require an appointment outside the usual office hours, please inform us and we shall do our best to accommodate you.

7. Fees, Expenses and Disbursements

In the accompanying letter, we have explained the basis upon which our fees will be calculated. This is by reference to the time spent by us in dealing with your matter at the standard hourly rate applicable to the relevant staff, unless we state otherwise.

This will include time spent on the telephone, reading incoming post or emails, writing or dictating outgoing letters or emails, preparing file notes of meetings, considering and drafting documents, reviewing your file, preparing instructions and briefs to Barristers, attending conferences with Barristers, attending Court, meeting with you and lawyers acting for the other person in your case or other people connected with your case, taking statements from witnesses and so on. This list is not meant to be exhaustive.

Routine letters, emails and telephone calls are charged at one tenth of the applicable hourly rate. More lengthy letters or telephone calls and attendances, and time spent considering or preparing documents would be charged according to the time spent in increments of six minutes.

The charges will apply to work carried out for you prior to your signature and return of these Terms and Conditions of Business and the accompanying letter.

Details of specific expenses and disbursements have been referred to in the letter which accompanies these Terms and Conditions of Business. All general expenses are as follows:

- Bounced cheque – a fee of £40.00 plus VAT is incurred
- Special delivery post – the amount will depend on the weight and size of the package
- All international mail, including registered and/or signed for – the amount will depend on the weight and size of the package

8. Equality and Diversity

This firm is committed to promoting equality and diversity in all its dealings with clients, third parties and employees and is required to produce a written equality and diversity policy. Please contact us if you could like us to send you a copy of that equality and diversity policy.

9. Money Laundering

9.1 Proof of Identity

The law requires solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as is practicable. If you have not already provided it, we should be grateful if you would provide us:

i. Either your full passport or your full UK driving licence, provided you have a photo card and the counterpart;

AND

ii. One of the following (no more than three months old):

- Bank Statement
- Credit Card Statement
- Receipted utility bill
- Council tax bill

(A mobile telephone bill is not acceptable in these circumstances)

If you cannot come in to see us so we can check your identity documents we can accept copies. But we will need those copies to be certified by a trusted third party, such as another solicitor or a chartered accountant or doctor. They should write 'This copy is a true likeness of the original which was presented to us by the person named therein' on the copies, and sign and date them, and include their name, occupation and contact details.

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

9.2 Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of their clients confidential. This obligation, however, is subject to a statutory exception. Recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

If, whilst acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or the reasons for it. Where the law permits us to do so, we will tell you about any potential money laundering problem and explain what action we may need to take.

9.3 Cash

The firm's policy is to accept cash of no more than £2,000 during your retainer with us.

If clients circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for additional checks we deem necessary regarding the source of the funds.

10. Tax Advice

During the course of your matter, tax implications may arise. We are not qualified to provide you with specific taxation advice and, if necessary, will suggest that you speak to a suitably qualified specialist. However, if we suggest that you obtain this advice and you raise no further issues, then we will assume that you have satisfied yourself as to the taxation implications of your matter.

We will retain your matter file for 6 years after which we will securely remove and destroy without further reference to you and in any case shall be destroyed within 7 years of closure. This will include any information we have retained for money laundering purposes. However, after 6 years, we are required to retain a small amount of data indefinitely to enable us to fulfil our regulatory obligation to conduct conflict checks.

11. Financial Services and Insurance Mediation

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority as we are not authorised to provide this advice. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you. We are included on the register maintained by the Financial Services Authority that we can carry out 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 the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority's website at www.fsa.gov.uk/register

If you have any problems with the service we have provided for you, then please inform us. We will try and resolve any problem quickly and operate an internal complaints handling system to help us resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and Legal Complaints Service.

The Law Society 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 function. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

12. Custody of Client Money

Any money which we hold for you (including payments on account) will be held in a client bank account separate from our own money and we will account to you for interest on money so held in accordance with our professional requirements, i.e. we are required by the Solicitors Regulation Authority to pay to you interest accrued of £20.00 or more. Upon conclusion of the retainer, we will:

- Pay you the interest accrued;
- Forward or return any monies owed to you

Please note that monies due will be paid to you by cheque or directly into your bank account, but will not be paid in cash, nor will it be paid to a third party.

13. Information About You

13.1 Retention of your information

Signature Law Ltd will retain your file of papers for at least six years. After 6 years, Signature Law Ltd will remove and destroy your file without further reference to you but in any case no later than 7 years from the date that your file is closed.

Some personal data will be retained after the destruction or close of your matter in order for Signature Law Ltd to comply with its regulatory obligations for conflict checks.

13.2 Third Parties

We may use the information you provide or which we obtain throughout our dealings with you for the provision of services and may give it on a confidential basis to our Partners, employees and agents. We may use it to administer your account with us, including chasing and collecting any debts.

We may also use it to ensure the safety of security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our own money laundering obligations);

to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

13.3 Future Contact

We may also use it to contact you by letter, telephone, email or otherwise about our services and present and past clients' information that we think might be of interest to you. That can include information about legal developments or publicity information about us and our services. Please indicate if you are happy to receive such information. You can change your mind at any time, so if you later want to opt out, just let us know. By signing and returning a copy of the Terms and Conditions of Business, you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted, please tick the box

I confirm that I have read and understood the Terms and Conditions of Business as set out above and in the attached letter, which I accept. ☐

Signed: _____

Date: _____