

Terms of Business

1. Terms of Business

Thank you for instructing **Rose & Rose Solicitors LLP** (the '**Firm**') to act on your behalf (the '**Client**'). This document sets out the Terms of the Firm's contractual relationship ('**Our Retainer**') with you. This document will be referred to as the Terms of Business. References in this document to '**we**', '**us**' and '**our**' are to the **Firm** and references to '**you**' and '**your**' are to the **Client** save where the context provides otherwise.

This document is to be read in conjunction with the personalised Client Care Letter (the '**CCL**') and both will form the basis of **Our Retainer** with you and will be referred to as the Terms (the '**Terms**'). Please read both documents carefully as they include certain exclusions and limitations of liability. Please tell us immediately if you do not understand or agree to anything.

If there is any conflict between these standard Terms of Business and any additional and/or revised Terms, the later Terms will prevail.

We reserve the right to alter the terms of this agreement because of legislative or other changes. We will notify you of the amendments in writing.

2. Place and Hours of Business

The normal hours of opening are between 9.00am and 5.30pm on weekdays, excluding public holidays. Our lawyers are willing to attend the offices and homes of clients if necessary and by arrangement.

We are a Limited Liability Partnership registration number **OC363353** in England and Wales and our registered office is at **The Riverside Centre, 40 High Street, Kingston upon Thames, KT1 1HL**. Our Members are referred to throughout these Terms of Business as 'partner' or 'principal'.

We are authorised and regulated by the Solicitors Regulation Authority under **559162**. (Website <http://www.sra.org.uk>.)

3. Communications Between You and Us

We pride ourselves on being approachable and will aim to communicate with you by the most appropriate method and as agreed with you.

Unless you let us know otherwise, we will assume that you are happy for us to communicate with you by email, even though we cannot guarantee that it is completely secure or confidential. We do not routinely encrypt emails. We do monitor emails for internal policy reasons.

4. Scope of the Work, your Obligations, and Next Steps

You have asked the Firm to act on your behalf in relation to your legal matter. The description and scope of the work you have asked us to carry out is contained in the **CCL** known as the Retainer (the '**Retainer**'). We may later agree in writing to vary or amend the Retainer. The CCL contains important information about the Retainer we have with you and the services we will provide.

You give us full authority to act for you to the extent necessary or desirable in relation to 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 appropriate to incur in relation to your matter. The extent to which we will request, retain, store and/or disclose your personal data and the reasons for this, including your rights in respect of this are detailed in the Data Protection Information Notice which is attached or which you can view by clicking here <https://www.roselegal.co.uk/wp-content/uploads/2025/02/Data-Protection-Information-Notice-UK-V3.pdf>.

It is important that you read all correspondence and documents received, and promptly raise any questions about correspondence and documents received.

In order to enable us to provide you with an efficient service, we ask that you provide us with clear, timely and accurate instructions and provide us with all the documentation required to progress the Retainer in a timely manner.

If you provide us with inaccurate or misleading information this may affect the Retainer and in some circumstances will prevent us from acting for you. In the event this occurs we will notify you in writing and explain why we cannot act for you. You will remain liable for any fees and disbursements incurred.

5. Where the Client is not an Individual

We are frequently instructed by companies, partnerships, limited liability partnerships or other bodies other than individuals (the '**Company**'). Where this happens, our Client is the Company.

By agreeing to these Terms of Business, the Company confirms that any officer or employee representing the Company has the consent and approval to represent the Company and provide instruction to the Firm in relation to this matter.

In the event The Company wishes to restrict the provision of instructions, to particular officers or employees, The Company will provide written notification of who the Firm can take instructions from.

6. Fees and Costs Estimate

We normally charge for work on an hourly basis according to seniority and experience of the personnel involved, and the complexity of the matter. The CCL has provided details of our fees where fixed or has provided an estimate where it has not been possible to agree a fixed fee.

Any work done by us at your request which falls outside the scope of the work which the written agreement covers will be charged on the hourly basis outlined below. When our fees are charged on an hourly basis, our time will include, for example (and not limited to):

- Meetings with you and others.
- Reading, preparing, drafting and working on papers.
- Correspondence and communications of all kinds sent and received.
- Telephone calls made and received.
- Travelling and waiting.
- Attending Court, including advocacy, and
- Identity Verification.

Unless agreed otherwise, all work undertaken for the benefit of the Client and/or upon the Client's instructions or request, is considered to be properly chargeable.

If we have agreed a certain rate for you, a fixed fee or any other payment arrangement then this will be specified in the CCL. By agreeing to our terms, you accept the rate, fixed fee or any other arrangement as set out in the CCL.

In some matters it may be difficult to provide an estimate of how many hours work will be necessary and how much our total fees are likely to be. We will however always provide you with an estimate based on our experience and if this needs to be amended we will notify you.

Unless otherwise stated by us in writing, all estimates that we may provide are for guidance only and not binding. Therefore, our total fees and disbursements may be more or less than the estimate.

If your case proves substantially more complex, more time consuming than expected, or your instruction change we reserve the right to increase any estimate previously given and we will notify you of the revised figure.

It is usually necessary to incur expenses (often called 'disbursements'). For example: court fees, company searches, property search fees, Land Registry fees, storage fee etc. We will tell you in advance the estimated or actual amount

and reason for any expense. You must pay any necessary expense before we incur the cost. Any likely expenses at the outset are set out in the CCL. If requested payments are not made promptly this may delay your matter.

We will update you on the position as to fees and disbursements at reasonably regular intervals by the rendering of our invoices and/or by way of separate communication.

Please note that it is fairly common for the amount of time that is spent on a matter to increase substantially at certain points. In addition, in the course of a matter, issues can arise without warning that give rise to the need to take urgent action to protect your interests. We will endeavour to keep you promptly apprised of such developments but it is not always possible for us to give you as much notice as would ideally be the case, of the additional work that might be required.

Our standard charging rates are detailed in the CCL.

Unless otherwise agreed, if for any reason a matter is not completed, our fees and disbursements will still be payable in respect of the work that has already been carried out up to the date that your instructions in this matter cease, and the work necessarily incurred afterwards as part of the orderly termination of our Retainer.

7. Value Added Tax

We must add value-added tax (VAT) to the charges and certain other expenses with each bill.

At present, the rate of VAT is 20%.

Our VAT registration number is **928 5154 08**.

8. Timescales

We will always seek to inform you of the length of time it will take to handle your matter from the point of instruction to finalisation. Any time frame provided is an estimate based on our experience. Where a matter is complicated, lengthy and/or progress depends on third parties then even the most careful timescale may not be achievable and is beyond our/your control.

We will endeavour to keep you informed of the timescales throughout this matter, but please remember that issues may arise that may alter the expected time frames given. Do not make arrangements based on the estimate without checking with us whether it is safe or sensible to do so.

9. Photocopying and Other Document Provision Costs

On a day-to-day basis we will undertake general photocopying at our office. For efficiency we sometimes outsource larger photocopying jobs (e.g. trial bundles) to an external provider. We will charge you for photocopying at the same rates whether the copying is undertaken in-house or whether it is outsourced. We will endeavor to only undertake photocopying (whether internally or sent externally) to the extent that it is reasonably necessary for the appropriate keeping of records or otherwise for the proper advancement of your matter.

We reserve the right to make a charge to you if we are required, at your request, to recall any documentation from storage.

If it is necessary to prepare an electronic file, at your request, to supply you or another person with documents held by us and the request is not part of our retainer or related to our standard work we reserve the right to raise a charge for the work involved in preparing and submitting the electronic file. Such a charge would not be applied for preparing a response to a Subject Access Request (SAR) made under the UK GDPR. If we are going to raise a charge for preparing an electronic file, you will be notified in advance.

10. Costs Draftsman

For certain types of matters, it may be necessary to employ the services of a Costs Draftsman. A Costs Draftsman is a specialist consultant who assists with certain aspects of a case in relation to the recovery of legal costs and in particular when a Detailed Assessment of Costs is required by the Court.

We will charge you for Cost Drafting services at the same hourly rates as ours whether the Cost Drafting is undertaken in-house or whether it is outsourced.

11. Invoices (Bills)

We will normally aim to invoice you monthly in arrears for our fees and disbursements, albeit we may in our discretion invoice you more or less frequently than this.

If we send you bills electronically you waive your right to receive a signed hard copy of the bill under s69(2) of the Solicitors Act 1974.

All invoices provided to you by us, will be due immediately on the issue of our invoices and in any event, strictly within 14 days of the dispatch of our invoices unless we agree in writing otherwise (the '**Credit Period**').

We reserve the right to charge interest at 8% above the current base rate of the Bank of England on any amounts outstanding after the Credit Period.

In the event of non-payment of any of our invoices by the end of the Credit Period, we reserve the rights:

- to decline to act any further.
- to suspend and/or to cease work with immediate effect.

In circumstances where this is necessary and appropriate, we may apply to the Court to be taken off the record as the solicitor acting in this matter. We reserve the right, in appropriate circumstances, to charge you for the time and costs incurred in taking such a step. We would, however, inform you before taking such a step.

We require payment of our invoices without any deduction or withholding or set-off on account of taxes or other charges of any nature. If any withholding is required by law, you will be responsible for paying such additional amounts as is necessary so that we receive full payment of our invoices.

If you have any query about any invoice, you should contact us straight away. Our policy is to render our invoices to you by post and/or email, at our sole discretion. If you would like us to deliver invoices to you in a different format or to a specific person, please let us know.

Should you fail to pay any fees and disbursements in accordance with these Terms of Business or as set out in the request for payment to be made, the Firm reserves the right to suspend acting for you or to stop acting all together. In the event of this occurring, you will be provided reasonable notice and we will discuss with you options to settle any outstanding fees and disbursements.

If you are not satisfied with the fees and disbursements invoiced in relation to the work, we undertake for you, please let us know. If we have failed to respond satisfactorily to you about the fees, you have the right under Part III Solicitors Act 1974 to have the invoices rendered by us assessed and/or complain to the Legal Ombudsman, full details of how to make a complaint are detailed in our Complaints Policy which you can view by clicking <https://www.roselegal.co.uk/wp-content/uploads/2024/01/Rose-Rose-Complaint-Procedure-V6.pdf>.

Please note that the Legal Ombudsman may not deal with a complaint about a bill if a client has applied to the Court for assessment of that bill.

12. Payments (Monies) On Account (fees and disbursements)

We will usually ask our clients to make payments on account of fees and/or disbursements, incurred and/or anticipated. Details of disbursements are provided in the CCL when known at the outset or will be confirmed to you as they are required.

Any money held or received by us from the clients or on their behalf is placed into our client account in accordance with the SRA Accounts Rules.

Whilst we will notify you in advance of the reason we require a payment on account, please note that any monies on account will be for fees and disbursement generally, which enables the Firm to apply such monies as appropriate. We will notify you, in writing, before we remove any monies on account to pay any fees and/or disbursements.

We reserve the right to *off-set* and/or apply any money held in our client bank account on your behalf against our invoices providing we have given you at least 7 days' written notice of the same.

We reserve the right to ask you to make further payments on account at any time.

13. Other Payments (including from third parties)

As your matter progresses it may be necessary for you to pay monies to us enabling us to fulfil any obligations you may have. Typically, these payments will be due from you to another party.

When requesting any monies from you, you will be informed of the reason and the amount. We will also inform you the date that the monies should be paid by.

Please do not send us any monies or arrange for another person to send us any monies until we ask to you do so and confirm the payment is ready to be received.

Any monies we hold on your behalf will be held on Trust and will only be used for the purposes they have been put there. We will also ensure you are provided with written notification before the monies are taken from the account.

14. Interest

We aim to account to you for interest at a reasonable rate of interest. As the holding of your funds is incidental to the carrying out of your legal instructions, the rate we obtain on money we hold on your behalf is unlikely to be as high as the rate you may be able to obtain when depositing money elsewhere. In most cases we must ensure that money held on Client Account is immediately available and so the need for instant access is taken into account when setting the rate of interest we can pay to you.

We are not obliged or required to pay interest at a rate that exceeds the sum we have obtained.

Where interest is to be paid on money held in our general client account, this will be paid at the same rate of interest available, at the time of payment of interest, from our Bank, **Natwest**, on their standard Instant Access Current Account (our Office Account). We will account to you for interest on sums in excess of £10,000 held by us for at least seven days. We may also account to you for interest on smaller amounts if held for longer periods and if we have agreed in writing to do so.

The payment of interest is subject to a *de minimis* rule, made by the Law Society, which means that no interest will be payable if the amount involved is less than £100.

Please also note the following

- Interest will be calculated from the time the funds become cleared for interest purposes.
- For amounts received by debit or credit card, interest will start to accrue from the date of actual receipt, usually three working days after the transaction has been authorised.
- For direct transfers or same day payments the funds will become cleared on the day after receipt.

- For amounts paid by cheque, interest will start to accrue three days after the date of the deposit.
- Interest will be calculated on a daily basis and calculated on amounts held overnight from the day the funds become cleared for interest purposes.

Where interest is payable, it will be paid at the end of the matter. Any interest paid will be paid Gross and any tax due and payable will be your sole responsibility.

Signing the Confirmation of Instructions and/or providing instructions to us to act for you, will confirm your agreement to our retaining of interest as above.

15. Ceasing To Act

There may be circumstances where we are unable to continue to act for you such as, but not limited to, failure to provide instructions, providing misleading instructions, non-payment of invoices or refusal to pay monies on account when requested to do so.

In the event that we are required to cease acting we will notify you in writing providing you with the details for your decision.

In circumstances where this is necessary and appropriate, we may apply to the Court (on reasonable notice to you where appropriate and practicable) to be taken off the record as solicitor acting in this matter. We reserve the right in appropriate circumstances, to charge you for the time and costs incurred in taking such a step.

We are entitled to retain and exercise a lien over monies (or other personal property) which is recovered for you, whether by judgment or by settlement agreement, in the course of litigation or otherwise, while money is owed to us.

We will only exercise a lien over monies equal to the full amount owed to us. Any surplus monies will be returned to you. If necessary, we will make an application to the Court for a charging order over the monies/property recovered or preserved by us (on the Client's behalf) pursuant to the Solicitors Act 1974. We reserve the right in appropriate circumstances, to charge you for the time and costs incurred in taking such a step.

We would, however, inform you before taking such a step. If at any time we choose to waive or abandon this right of lien, we will inform you of this expressly in writing and, absent such notification, it should in no circumstances be inferred that such right has been waived or abandoned. We confirm that we will exercise our rights as set out in this paragraph appropriately and fairly in all of the circumstances of the matter.

16. Lien Over the File (Paper and Electronic Document)

The Firm shall have a lien over the file and all documents both in hard and electronic format, howsoever received and/or created, and has the right to retain all documents until such time as all outstanding fees have been paid in full without offset or deduction.

17. Undertakings

It is important for you to be aware that if an undertaking (a legal promise to do or not do something) is provided by a firm representing another party and the firm providing the undertaking is incorporated (an LLP or Limited Company) you (we) will be unable to enforce the undertaking, via the courts if the Firm fails to honour the terms of the undertaking. This is because an incorporated firm cannot be an officer of the court in the same way that a Solicitor is.

However, breaching an undertaking is a regulatory breach and therefore reportable as a serious breach of the Solicitors Codes of Conduct to the Solicitors Regulation Authority which can have serious repercussions for a Firm that has breached an undertaking.

In the event, that a breach of the undertaking occurs, we will advise you on making a report to the Solicitors Regulation Authority.

On this basis, we advise you to accept Undertakings provided by a Firm which has been incorporated but if you disagree you must inform us immediately enabling us to record your instructions.

If it is necessary for us to obtain an Undertaking on your behalf, you will be notified unless this is a standard Undertaking, which is an Undertaking provided as part of the transaction and is always provided in certain types of matters for them to proceed and it is in your best interests to agree to or receive such an Undertaking.

18. The Client Account

As already referred to, monies held in the client account are held on your behalf and will only be transferred or paid out for the purpose intended and after we have provided you with written notice.

In relation to any of your money we hold in our client account, we will not be held liable for losses resulting from a banking failure.

Under the applicable UK legislation and rules, the compensation limit for eligible claimants if a deposit-taking firm fails is £85,000 for claims made against firms declared in default after 1 January 2017. The FSCS is required to pay deposit compensation for verified claims where the account holder is not absolutely entitled to the eligible deposit within three months of the failure of a deposit-taking institution.

However, the FSCS aims to pay compensation in the majority of cases within seven days of a bank or building society failing, or within 20 working days for more complex claims.

Your money is currently protected under the Financial Services Compensation Scheme (FSCS) up to a limit of £85,000 per individual and per institution, but not per account. Therefore, if you hold other personal money in the same bank as our client account, the limit remains £85,000 in total.

Some deposit-taking institutions have several brands, i.e. where they trade under different names. Clients should check with their bank, the FCA or a financial adviser for more information. If you hold other personal monies in the same deposit-taking institution as your client account, the limit remains £85,000 in total.

In the event of a banking failure, your acceptance of these Terms of Business will constitute your consent to this Firm disclosing your details to the FSCS both generally and for the purpose of making a reimbursement claim on your behalf.

Eligible claimants who are included for cover under the FSCS deposit protection scheme include:

- individuals
- small and large companies (although some exclusions may apply to large companies)
- small local authorities (such as parish councils)

The FSCS provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if the institution fails. Cover is related to specific life events and limited to natural persons only. More details on temporary high balance protection and the definition of specific life events can be viewed here - <https://www.fscs.org.uk/making-a-claim/claims-process/temporary-high-balances/>.

Deposits over £85,000 and up to £1 million are protected from when the amount was first credited or from the moment a qualifying deposit became legally transferrable.

‘Temporary’ means the deposit must have been credited to the account (or become legally transferable if that is later) no more than six months before the firm goes into default.

In the event of a banking failure, your acceptance of these Terms of Business will constitute your consent to this Firm disclosing your details to the FSCS both generally and for the purpose of making a reimbursement claim on your behalf.

19. Other Party's Fees, Charges and Expenses

It is important for you to understand that you alone are responsible for paying the bills. In contentious matters only it may be possible that the other party will be ordered to pay your charges and expenses, but:

- Even if you are successful, the other party may not be ordered to pay all your charges and expenses or these may not be recovered in full, or
- If the other party receives public funding, you may not get back any of your charges and expenses even if you win.
- If any of the above occur, you will have to pay the balance of our charges and expenses.
- If you are successful and the Court orders the other party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the order. We will account to you for such interest if you have paid our charges and expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the Court orders the other party to pay.

In some circumstances, the Court may order you to pay the other party's legal charges and expenses. This may be at the end or during the matter. This may happen if, for example, you lose the case, or part of it. The money due to the other party is in addition to Our fees and expenses.

You may have insurance to cover our charges and expenses and your liability for the other party's charges and expenses. If not, in some circumstances it would be advisable for you to have insurance to meet the other party's charges and expenses. We can advise further on this issue where appropriate.

20. Complaints

Please click [here](#) to view our Complaint Policy.

21. Client Due Diligence (CDD) including Know Your Client (KYC) and Anti-Money Laundering (AML) Regulations

We are required to make compulsory identity checks of our clients to ensure we know who we are dealing with (KYC) and in some instances, to comply with the requirement of The Money Laundering and Terrorist Financing Regulations 2017 (AML) to prevent the handling the proceeds of crime, either intentionally or unintentionally.

We will meet our obligations by asking you for documentation about you. Where applicable we will undertake an Electronic Check (AML check) which will reveal information about you. The checks we undertake do not have any impact on your credit rating. Pursuant to Regulation 41 of these regulations we can only use this information for the purposes of complying with the regulations.

Being asked for identification does not mean you are under suspicion.

The CCL sets out the information we require you to send to us and when, and our costs estimate will provide you with details of any fees you are required to pay for these checks.

Notwithstanding client privilege rules, it is a requirement to notify any irregularities we consider fit to the National Crime Agency (NCA). In the event of a report being made, whether appropriately or not, you agree there shall be no liability to the Firm and in no circumstances will compensation become due or payable to you.

The Office of Financial Sanctions Implementation (OFSI) helps to ensure that financial sanctions are properly understood, implemented and enforced in the United Kingdom. If we find out that a person or organisation we are dealing with is subject to financial sanctions, we must immediately:

- Stop dealing with them.
- Freeze any assets we are holding for them.

- Notify the OFSI as soon as possible.

We may ask you to reimburse us for any costs we reasonably incur in complying with any disclosure requirement referred to above.

We will not be liable for loss, damage or delay arising out of the Firm's compliance with any statutory or regulatory requirements.

Should the need to perform due diligence become more complex (than expected at the commencement of the transaction) which will typically be due to more parties being introduced, a large amount of documents to consider or instructions changing, the Firm reserves the right to charge increased fees for the additional work required to complete the due diligence to comply with our obligations pursuant to the various regulations.

22. Commissions and Referral Fees

We will disclose to you in the CCL, all commissions earned by us in relation to your instructions and where we agree otherwise in writing, we shall keep the commission.

We will also disclose to you, in the CCL, any arrangements we have with an introducer to pay a fee for introducing or referring you or your matter to Us.

23. Financial Services

When we provide services to you, we are acting as your legal adviser. We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000. Where we provide services to you in relation to a matter which involves or relates to an investment, those services may involve us in carrying on regulated investment activities. We can undertake those activities, but only on a limited basis where an exemption to that Act applies, including where those activities are closely linked to legal work we do for you.

Nothing that we say or do should be taken as advice on the merits of any investment activity (whether under the Financial Services and Markets Act 2000 or otherwise). No communication from us will constitute or should be regarded as an invitation or inducement to engage in any investment transaction or other activity or to exercise any rights conferred by any investment.

You are solely responsible for any decision you take to negotiate or enter into a proposed transaction and should do so based on your own assessment of its merits and risks. If you are in doubt over any of these matters you should seek advice from an appropriately qualified financial adviser.

24. Financial Conduct Authority (FCA) – Insurance Distribution

As confirmed above, we are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. The Firm's EPF reference number is LS 559162.

This part of our business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman.

The register can be accessed via the Financial Conduct Authority website at <http://www.fca.org.uk/firms/financial-services-register>.

25. Tax Advice

We are not authorised to provide you with specific tax advice. If you have any need for advice on specific or personal tax matters, please discuss this with us and, if appropriate, we will refer you to an appropriate expert.

In addition to the above, you should always ensure that you seek and obtain independent tax advice from your accountant or an appointed tax specialist before entering into any contract for the sale or purchase of a property, before signing your Will or before completing Probate if you are an executor or beneficiary.

As set out in section 22, we are a legal service provider and are not authorised to provide specific financial advice or advice on your personal tax position and any advice that is given in our initial documentation is general in nature and meant for generic, not personal, use.

26. Documents

It is essential that steps are immediately taken by you to preserve any documents which are relevant to this matter whether they help or hinder your case. This will include electronic data and documents such as emails. It is essential that you stop any routine destruction of documents which might relate to this matter and that care is taken over the creation of new documents.

You should be conscious that any documents you create may be seen by the adverse parties and the Court (or other tribunal) if those documents are not protected by legal privilege.

27. Storage of Documents

For details of file and data storage/retention please refer to the Data Protection Information Notice which you can view by clicking here <https://www.roselegal.co.uk/wp-content/uploads/2025/02/Data-Protection-Information-Notice-UK-V3.pdf>.

We will not destroy documents during the retention period.

We reserve the right to charge you a reasonable fee for recovering your files from storage and for keeping them in safe custody after the agreed retention period unless we have agreed not to charge you for storage or retention as part of our retainer.

28. Auditing of Files and Systems

External firms or organisations may conduct audits or quality checks on our Firm. These external firms or organisations are required to maintain confidentiality in relation to your data and information.

As a result of this, we are, or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking. All inspections are, of course, conducted in confidence. If, however, you object to this, then please let us know and we will mark your file(s) as “not to be inspected”.

29. Service of Documents

We may serve on you any formal document(s) or notice(s) related to our engagement by you at the physical address shown in the CCL or by email.

Where documents are served by email, they are deemed to be received by you as at the time of sending (irrespective of whether in fact received and the time of actual receipt).

Where documents are sent to your physical address by post they are deemed to be received by you at the time of actual receipt or, if earlier, the lapse of seven business days from the date of posting.

30. Copyright and Intellectual Property

We retain the copyright and all other intellectual property rights in all documents provided to you. You are granted a non-exclusive licence to use such documents for the purpose for which they are provided but not otherwise.

We may retain for our subsequent use a copy of any advice or opinion of any barrister or third party given in written form (or any note of any advice or opinion) obtained in the course of providing services to you.

31. Confidentiality

We will put your interests first and protect your confidentiality at all times, other than where our legal or professional obligations specifically require otherwise except as set out in the Data Protection Information Notice which you can view by clicking here <https://www.roselegal.co.uk/wp-content/uploads/2025/02/Data-Protection-Information-Notice-UK-V3.pdf>.

We may disclose information to third parties with your prior consent or where that information is already in the public domain. We may also disclose information to our insurers and regulator in accordance with our professional rules and insurance obligations.

Any advice we provide is for your benefit alone and should not (without our consent) be disclosed to and may not be relied upon by any third party.

32. Joint Instructions

Where we agree to work on a matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the provision of services will be several (save for obligations to pay money to us, which will be joint and several).

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 doing so by virtue of our duty of confidentiality.

If any joint client ends this permission during the provision of services or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of services related to that matter to one or more of the joint clients.

33. Payments

We do not accept cash payments in excess of £500. When we have to pay money to you, it will be paid by cheque, BACS or Telegraphic Transfer and not in cash to you or to a third party.

34. Professional Indemnity Cover

Details can be provided on request.

35. Service Standards

We will update you regularly by telephone, email, SMS text message or letter with the progress of your matter and inform you if we anticipate that the costs being incurred may exceed the estimate, or if the timescales are likely to change. We will review your matter regularly and advise you of relevant legal issues and of any circumstances and risk of which we are aware or consider to be reasonably foreseeable that could affect its outcome.

It is of the utmost importance that you keep us informed if you change your address, telephone number or email address as soon as possible.

36. Outsourcing

You understand and accept that this Firm may ask other companies or persons to carry out support services if required for technical and operational tasks, auditing, compliance checking or other administrative duties on your file(s) to ensure that we are able to give you an efficient and fully compliant service. Please note that a confidentiality agreement will always be sought from any such third-party provider. If you do not wish your file to be outsourced or checked by a third-party provider, you must tell us as soon as possible. By continuing your instructions to us, you consent to any such arrangement.

37. Conflict of Interest

A conflict of interest may arise where:

- We owe (or, if we accept your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter, and those duties conflict, or there is a significant risk that those duties may conflict, or
- Our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter, or
- We have confidential information in relation to a client or former client, and you wish to instruct us on a matter where that information might reasonably be expected to be material and you have an interest adverse to our other client or former client (for the purposes of this paragraph “you” does not include associated entities).

We may act for parties engaged in activities similar to or competitive with yours, but we will not act for a third party in relation to the same matter if there is a conflict of interest between that third party’s interest and your interests.

We may decline to act for you where accepting your instructions would create a conflict of interest or cause us to break an existing agreement with a third party.

Where our professional rules allow and subject to satisfying the requirements of those rules (for example implementing an information barrier), we may act for you and another client where a conflict of interest would otherwise exist provided that we have the consent of both parties. We do not require your consent to act against an associated entity.

If whether through a change in circumstances or otherwise we find that we have agreed to provide services to you in circumstances which give or could give rise to a conflict of interest, we will discuss with you how to deal with the conflict and may be obliged to stop providing services to you and/or to all other clients affected by the conflict of interest.

38. Limitation of Liability of the Firm and its Principal, Employees, Servants and Agents

We will only owe a duty to you, the client, and we will not be representing any parent companies, subsidiaries, affiliates, officers, directors or employees of the client, and those other entities or individuals will be deemed to have separate interests from you with respect to this matter and any future matter.

The Firm is wholly and exclusively responsible for the work carried out by its principals, consultants, employees, servants and agents on its behalf and you acknowledge and accept that none of the Firm's principals, consultants, employees, servants and agents incurs any obligations and/or liabilities towards you in respect of any work.

To the maximum extent permitted by law, none of the Firm's principals, consultants, employees, servants and agents shall have any personal liability for any matter arising out of or connected to the Terms of Business and/or the Retainer whether arising in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise and you waive any such claim which may arise and you further accept and agree that you shall not bring any claim against any of the Firm's principals, consultants, employees, servants and agents.

The aggregate liability of the Firm to you in respect of the Terms of Business and the Retainer and howsoever arising (whether for breach of contract, negligence, misrepresentation, breach of statutory duty, tort or otherwise) is limited to £3,000,000 for any claim (which sum also represents the full extent of the Firm's cover under the Firm's professional indemnity insurance policy), or if higher, the Firm's liability will not be below the minimum level of liability prescribed by the Law Society of England and Wales / the Solicitors Regulation Authority from time to time, in which event the Firm's liability shall be limited to the minimum level of liability prescribed by the Solicitors Regulation Authority.

Save where imposed by law, we do not accept any responsibilities for third parties we may engage with in connection with services that we provide to you pursuant to our retainer, this matter or anything connected to this matter.

We exclude any liabilities for such third parties, and you agree to this. To the extent that notwithstanding this provision the law imposes on us a responsibility to third parties, our liability for them shall be limited in accordance with this section.

You agree to indemnify us against any claims, liability or expense which we incur or are legally obliged to pay as a result of acting for you, except to the extent that such liability or expense is caused by our negligence (up the limit of indemnity referred to above) or fraud.

39. Right to Cancel

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply to this matter. This means you will have the right to cancel your instructions to us within fourteen days without giving any reason. We will inform you in our engagement letter if this is applicable for your matter.

The cancellation period will expire 14 days after the date of our initial communication with you.

To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or email) using the contact details on our letter.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you requested us to begin work on your matter during the cancellation period, we reserve the right to ask you to pay us an amount which is proportionate to what has been performed until you have communicated to us your cancellation, in comparison with the full coverage of the retainer.

In the event you seek to cancel our services, you will be required to pay all fees and disbursements incurred in full and without offset. In the event of any unpaid fees and/or disbursement, as noted section 15, we reserve the right to preserve a lien over your file until all fees and/disbursements are settled in full.

40. Termination

You may terminate your instructions at any time and must inform us in writing. If there is good reason, we may decide to stop acting for you and terminate the Retainer (see section 15).

We will give you reasonable notice that we will stop acting for you. If you or we decide that we will stop acting, you will pay our charges and expenses on an hourly basis as set out above.

41. Privacy, UK GDPR and Data Protection

We are committed to protecting your personal information and respecting your privacy.

The UK General Data Protection Regulation (GDPR) which sits alongside The Data Protection Act 2018 (DPA 2018) requires us to advise clients how we use and control their data. Full details of our compliance with these regulations and how they impact on you, are contained in the Data Protection Information Notice which you can view by clicking here <https://www.roselegal.co.uk/wp-content/uploads/2025/02/Data-Protection-Information-Notice-UK-V3.pdf>.

42. Prohibition of Assignment without Consent

Your rights and obligation under the Retainer are personal to you and shall not be assigned or transferred by you except with our prior written consent.

43. General

The Terms of Business, CCL and all attachments represent the entire understanding of and constitutes the whole agreement in relation to the subject matter and supersedes any previous agreement between us and you with respect thereto to the maximum extent permitted by law. The Terms of Business exclude any warranty, representation condition or other undertaking whether implied at law or by custom, usage or course of dealing.

In the Terms of Business 'we', 'our' and 'us' means the Firm but not any firm or affiliated entity with whom we have an association, and references to individuals are to principals, consultants or employees of the Firm.

Any variation or change to the Terms of Business must be agreed in writing by us and you.

From time to time, we may need to outsource services from third party providers.

The Terms of Business, CCL and all attachments represent the entire understanding of and constitutes the whole agreement in relation to the subject matter and supersedes any previous agreement between us and you with respect thereto to the maximum extent permitted by law. The Terms of Business exclude any warranty, representation condition or other undertaking whether implied at law or by custom, usage or course of dealing.

In the Terms of Business 'we', 'our' and 'us' means the Firm but not any firm or affiliated entity with whom we have an association, and references to individuals are to principals, consultants or employees of the Firm.

It is agreed that these Terms of Business may be enforced and relied upon by the Firm's principals, consultants or employees pursuant to the Contracts (Rights of Third Parties) Act 1999.

In the event you do not return the signed confirmation of instructions but proceed to provide instructions it will be deemed that the Firm is instructed and you accept these Terms of Business and the CCL.

The above is provided both for your own information and in compliance with our professional obligations. Accordingly, if you would like us to carry out the work for you, we will regard ourselves as acting for you when we receive your signed copy of the Instructions to Act form, or you provide us with any instructions to proceed.