



TERMS AND CONDITIONS OF ENGAGEMENT

BY INSTRUCTING US TO ACT ON YOUR BEHALF YOU CONFIRM YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT IN THIS NOTE. Please read it carefully and keep a copy for future reference.

1. Structure

- 1.1 So as to be able to offer our Clients the best advice and an extensive range of services, each Fee Earner within the Firm specialises in particular areas of the law. In complex matters, it is possible that different aspects may be conducted by different Fee Earners, according to the expertise needed. You will be advised of the name of the Fee Earner(s) dealing with your matter and the names of any support staff that may be assisting.

2. Our Aim

- 2.1 We endeavour to offer our clients quality legal advice with a personal service at a fair cost. Our aim is to facilitate the effective management of your case and to enable us to operate as efficiently and economically as possible.

3. Your Responsibilities

You will:

- 3.1 provide us with clear, timely and accurate instructions
- 3.2 provide all documentation and information that we reasonably request in a timely manner; and
- 3.3 safeguard any documents that may be required for your case, including documents that you may have to disclose to another party.
- 3.4 ensure that the personal data you provide to us is accurate and you advise us of any changes to it.

4. Our Responsibilities

We will:

- 4.1 treat you fairly and with respect
- 4.2 communicate with you in straightforward language and explain all legal terminology used
- 4.3 advise you of any changes in the law that affect the way in which we provide you with legal advice
- 4.4 advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your case; and
- 4.5 exercise reasonable skill, care and diligence in carrying out your instructions
- 4.6 represent your interests and keep your matter confidential
- 4.7 keep you regularly informed on progress
- 4.8 deal promptly with any enquiries that you may have and we will always try to return your telephone call on the same day
- 4.9 Our advice will be limited to English law and, unless otherwise agreed between you and us, we will not supply you with advice on the laws of any other jurisdiction.

5. Office Hours

- 5.1 Our offices are open between 9.00 am and 1.00 pm and between 2.00pm and 5.30 pm, Mondays to Fridays. To ensure that we are able to attend to the post, our switchboard closes at 5.00pm. At all other times, voicemail will be in operation to receive messages and calls will be returned as soon as possible.

6. Communication

- 6.1 We will aim to communicate with you by such a method as you may request. Unless you withdraw consent, we will communicate with you and with others when appropriate by normal, unencrypted email or fax using the email addresses and fax numbers, including sending bills and other confidential information. We cannot be responsible for the security of correspondence and documents sent by email or fax. You should be aware that

emails (in particular when unencrypted) may be intercepted, delayed or corrupted or may fail to be delivered. We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communications you send to us or with any discs or memory sticks or other electronically stored information. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication, discs, memory sticks or other electronically stored information other than where such a claim or loss arises from bad faith or wilful default.

7. Fees

- 7.1 Unless we have written to you setting out an agreed fee, our fees will be calculated on the time spent by the Fee Earner(s) or support staff dealing with your matter multiplied by their hourly rate. This includes time spent in advising, consideration and research, the preparation of documents, attendances (meetings and telephone), correspondence (letters, emails, fax etc), travelling and waiting time. Time is recorded in minimum units of 6 minutes which includes dealing with routine letters and other matters. In addition and depending upon the nature of the transaction, we may add a percentage uplift to reflect (1) the complexity of the matter or the difficulty or novelty of the questions raised (2) the skill, labour, specialised knowledge and responsibility involved (3) the number and importance of the documents prepared or perused (4) the place where and the circumstances in which the business or any part of it is transacted (5) the amount of value of any money or property involved (6) the importance of the matter to you. We will also make an additional charge to cover the cost of any photocopying, postages, facsimile transmissions, telephone calls and other sundries.
- 7.2 At the outset we will endeavour to provide an estimate of the anticipated overall costs based upon the then available information. It must be emphasised that this estimate will be, at best, a rough guide. It is often impossible to predict the likely cost of a matter with any accuracy since each matter differs. It may be necessary for us to deal with a number of other parties during the transaction, each of whom may have a different agenda. Some may be co-operative, others may not. It therefore follows, that even in similar transactions, the time taken to resolve them may fluctuate considerably. Our estimate can only be based on 'the average' transaction.
- 7.3 Our charge rates are as follows:-
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| • Partners | £275.00 per hour |
| • Assistant Solicitors & Legal Executives | £220.00 per hour |
| • Trainees & Legal Assistants | £180.00 per hour |
| • Support Staff | £165.00 per hour |
- 7.4 These rates do not include Value Added Tax (currently 20% but subject to variation from time to time) which will be added to your bill at the appropriate rate. The hourly rates are reviewed six monthly, usually on the 1st May and the 1st November in each year and details of any change will be notified to you in writing. As stated, time is recorded in minimum units of six minutes.
- 7.5 In protracted matters, interim bills will usually be delivered on a monthly or quarterly basis as appropriate. This ensures that Clients are aware of the costs being incurred by them and assists in spreading the cost. It also helps our cash flow, which in turn enables us to maintain competitive rates.
- 7.6 Except in exceptional circumstances, it is our practice, in common with most other firms, to ask our clients to make an initial payment on account of disbursements (payments to be made to others during the course of the transaction, such as search fees or Court fees) at the commencement of a matter. With certain exceptions, we will also ask you for a payment on account of the fees to be incurred.
- 7.7 When your account indicates that the fees or disbursements exceed the payment received on account, we will request a further payment on account. We reserve the right to decline to undertake any work unless we hold a cleared credit balance on account of fees and disbursements. Full credit will be given to you for all payments received on account in the bills delivered. All monies held for Clients in our Clients Account will accrue interest in accordance with the Solicitors Regulation Authority Accounts Rules 2011.
- 7.8 Please specifically note that due to the cost of calculating interest and accounting to Clients, interest accrued of less than £20 will not be paid unless specifically requested by the Client to whom a bill may be delivered for the cost of so doing, calculated at the appropriate fee earners hourly rate.

- 7.9 Payment of fees is due to us within 28 days of delivery of our bill. Please note, that interest will be charged on any bill outstanding after 28 days from delivery at the rate of 6% per annum above the base rate of HSBC Bank plc until payment is made, apportioned on a daily basis. In addition, a charge of £12 for each item of correspondence or other communication sent in connection with the recovery of overdue accounts will be raised. Court proceedings for recovery of any unpaid bill may be commenced after that period. Until payment is received, we reserve the right to decline to act any further. We will also be entitled to keep all your papers and documents while there is still money owed to us for fees interest and expenses.
- 7.10 You agree that we may deduct any outstanding fees and disbursements from monies received on your behalf before accounting to you (and, where applicable, in date order so that historical bills are paid first).
- 7.11 If, at any time after we have delivered a bill, you find yourself unable to pay it, please tell us. We have all been faced with this situation at some time in our lives and you will not find us unsympathetic in genuine cases of hardship. Too often, due to embarrassment, Clients will simply ignore the bill and our subsequent correspondence. Please do not do so as this can lead to the souring of an otherwise good relationship between us and even to unnecessary Court Proceedings and costs. Provided we are advised of the position, we can usually agree terms acceptable to all parties and even assist in resolving the financial difficulties experienced.

8. Clearance of Funds

- 8.1 Where money is to be paid on your behalf we can only do so if we hold 'cleared funds'. This is because we need certainty that the money is available and also to comply with our Professional Rules. In practice, this means that if you pay by cheque (even if it is a Building Society cheque), you must pay it to us at least SEVEN CLEAR WORKING DAYS (ie excluding weekends and public holidays) before the payment is due to be made. **If we do not hold cleared funds, we will be unable to proceed further.**
- 8.2 Payments made in cash, Bankers Drafts, BACS or CHAPS or other telegraphic transfers between Banks are treated as cleared funds at the time of receipt by our Bank. **In all cases, we must hold cleared funds on the day prior to the day on which the payment is to be made.** Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.
- 8.3 We do not accept payments by credit card but payment may be made by debit card for which no administration fee applies.

9. Other Parties Charges and Expenses

- 9.1 In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.
- 9.2 If you are successful and a court orders another 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 court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.
- 9.3 You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you or in respect of any steps necessary and taken on your behalf to implement the terms of any Court Order made in your case.
- 9.4 A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money will be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

10. Other Means of Funding

It is important at this stage that we give consideration to alternative means of funding your case and/or minimising your potential exposure for your opponent's costs. In particular we would like you to consider the following:

- (i) whether your liability for your own costs may be covered by a policy of insurance in our favour

(ii) whether your potential liability for your opponent's costs may be covered by an existing policy of insurance or, if not, whether you should consider taking our "after the event" insurance to cover such potential liability

(iii) whether your liability for your own costs and/or those of your opponent may be paid by another party, e.g. your employer or trade union.

If any of the above may be relevant to you, please call us as soon as possible in order that we can take matters further.

11. Cost/Benefit

- 11.1 We will discuss and will continue to discuss the potential benefit to you in pursuing your case when set against the inevitable expense to you. We will therefore from time to time seek confirmation from you that you wish to proceed with your case.

12. Limit of Liability

- 12.1 You agree and confirm that our liability to you for any loss to you caused as a result of our acting for you in relation to this or any other matter, shall not exceed £3 Million Pounds.
- 12.2 You acknowledge and agree not to make any claim personally against any employee of Hughes & Company Solicitors for any loss to you caused as a result of them acting for you in relation to this or any other matter. In particular, the fact that a Hughes & Company Solicitors employee signs in his or her own name any letter, email or other document in the course of carrying out any work will not mean that he or she is assuming any personal liability separate to, that of Hughes & Company Solicitors. This does not affect Hughes & Company Solicitors liability as a firm and you accept that any claim brought in respect of a matter upon which we are instructed will be made against Hughes & Company Solicitors and not against any Hughes & Company Solicitors employee.
- 12.3 Nothing contained within these terms of business will limit any liability that we may have to you in respect of any loss caused by our fraud, dishonesty or fraudulent misrepresentation or in any other situation where we are prohibited in law from excluding or limiting liability, including in respect of any death or personal injury resulting from our negligence.
- 12.4 We acknowledge no liability or responsibility of any kind toward any person(s) except you unless we expressly agree in writing with you and with any other person(s) that the latter shall be entitled to receive or rely upon our legal advice and, if so, on what terms they shall be able to receive or rely.
- 12.5 We cannot be responsible for, or guarantee the correctness, completeness or timely delivery of advice which may be received from other advisors, consultants or experts acting or advising in relation to your case.

13. Financial Services and Insurance Contracts

- 13.1 If, while we are acting for you, you need advice on financial investments or insurance contracts, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited financial investment services or insurance mediation activity where these are closely linked to the legal work we are doing for you. We are not authorised by the Financial Conduct Authority, however, we are included on the Register maintained by them. The Register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk/register

14. Identity Disclosure and Prevention of Money Laundering and Terrorist Financing

- 14.1 We are legally obliged to establish appropriate procedures to prevent our company from being used to assist in criminal activity. These procedures require us to verify the identity of our clients and you must provide us with this information if we so request. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any person whom you may represent.
- 14.2 If you are a new client, or an existing client who has not previously supplied us with proof of ID, you will be required to supply us with one item from list A and one item from list B. If you are sending these items by post you will need to have them certified by another Solicitor or Notary Public. If you are bringing the original documents to our office we will certify them.

List A: Proof of identity

- (i) Current Passport (signed)
- (ii) Current UK Photocard and Driving Licence

List B: Address Verification

- (i) A utility bill for supply of electronic, water, or landline telephone bill. The bill must be less than 3 months old. Mobile phone bills are not acceptable.
- (ii) Television Licence renewal notice
- (iii) Council Tax bill, provided that it is less than 3 months old
- (iv) Recent tax coding notice
- (v) Recent mortgage statement
- (vi) Credit card/ bank statement , providing that it is less than 3 months old

- 14.3 If we are aware or have reasonable grounds to suspect that you, or another party to the matter, have committed a criminal offence, we may be required to report the offence to the National Crime Agency. In certain circumstances, this may require us to cease acting for you until we have been cleared by them to continue to act; and in certain circumstances, not to inform you or give any indication that we have reported the matter.
- 14.4 Under anti-money laundering and anti-terrorist financing legislation, we may need to raise enquiries as to the source of funds to be used to pay our bill. As stated in our cash policy we will only accept cash payment up to a sum of £300. If you try to deposit cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.
- 14.5 In addition, we do not accept funds from any source unless that source is one which has been identified to our satisfaction and from which we have agreed to accept funds. In the event that we are unable to accept funds from the source in question, you will remain responsible for the payment of our fees, expenses, disbursements and VAT and the discharge of any other liabilities which the funds were intended to meet.

15. Cybercrime: Bank Details

- 15.1 Please be aware that there is a significant risk posed by cyber fraud, specifically in relation to email accounts and bank account details.
- 15.2 Please note that our bank details will not change during the course of a transaction. Hughes & Company will NOT notify changes to our bank account by email. If you receive any communications suggesting that the firm's bank account details have changed, you should contact the firm via the number on the firm's website or headed notepaper immediately to confirm the details before making payment. Please be aware that a phishing email purporting to be from Hughes & Company may contain a fraudulent telephone number. We will not accept responsibility if you transfer money into the incorrect account.

16. Speaking to your lender

- 16.1 Where we are also acting for your proposed lender in this transaction, this means we have a duty to make a full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage. That will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you. If a conflict of interests arises, we must cease to act for you in this matter.

17. Confidentiality

- 17.1 Solicitors are under a professional and legal obligation to keep the affairs of the client confidential.
- 17.2 Our confidentiality obligations are subject to certain exceptions, including where disclosure is required by law, regulation or an order of the court. An example is where solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. Under the legislation, we may not be able to tell you that a disclosure has been made or the reasons for it and we may have to stop working on your matter without telling you why. This is because the law prohibits "tipping off".
- 17.3 Our firm may be subject to accounting, audit or quality checks by external firms or organisations. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.

- 17.4 In addition, we may disclose your confidential information to third parties such as advisors, consultants or experts, including Counsel acting or advising in relation to your case. We will always aim to ensure that the persons to whom we may disclose your confidential information comply with our confidentiality requirements.

18. Legal Privilege

- 18.1 Please note that any documents sent to us will only be privileged from disclosure to a third party if they are sent to us by you or those individuals on your behalf who are entitled to instruct us; and they relate to the giving or receiving of legal advice in connection with your rights and obligations. This is a complex area of law which we would be happy to discuss with you in more detail, should you require.

19. Data Protection

- 19.1 We will use your personal data primarily to provide legal services to you, but also for related purposes, as described in the attached 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, e.g. 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 e.g. in relation to our financial performance, client base, work type or other efficiency measures
 - updating 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
 - marketing our services
 - credit reference checks via external credit reference agencies
 - external audits and quality checks e.g. for the Law Society's CQS accreditation
- 19.2 Our use of your personal data is subject to your instructions, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.
- 19.3 Hughes & Company is a data controller for the purpose of the GDPR and other relevant data protection legislation. We have nominated Nicola King as the firm's representative for the purpose of the GDPR.
- 19.4 We take your privacy very seriously. Please read the attached Privacy policy 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
- 19.5 We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, or new services or products. You have the right to opt out of receiving promotional communications at any time by:
- contacting us by emailing dpo@hughesandco.co.uk
 - using the 'unsubscribe link in emails

20. Storage and Retrieval of Files

- 20.1 After completing work on your case, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition and due to the difficulties in storing completed files, unless you instruct us otherwise and in writing, you agree that, having first electronically stored or taken microfilm copies, we may arrange for the security destruction of your file(s) and papers after the delivery of our bill. Where it later becomes necessary to retrieve or make copies of the microfilmed/electronic files, you agree to pay our reasonable fees for doing so. We will not of course destroy any documents such as wills, deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.
- 20.2 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in accordance with your affairs, we will be entitled, at our discretion, to make a retrieval charge of £30 plus VAT. We may also make a charge for 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 your instructions.
- 20.3 Should we accidentally lose or damage documents or papers we will pay for their replacement or repair, whichever is the lower cost, insofar as is possible. However, we will not be liable for any intrinsic or sentimental value.
- 20.4 We may disseminate documents arising from client matters to our staff on internal databases or intranets (which are confidential to the firm).

21. Outsourcing

- 21.1 We may outsource certain functions, such as our IT, cashiers and accounting, to trusted third parties. Where we do so, our duty of confidentiality to you will be upheld at all times and your interests protected by a comprehensive confidentiality agreement

22. External auditing and due diligence

- 22.1 External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.
- 22.2 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of a new business. If you do not wish your file to be used in this way, please let us know as soon as possible.
- 22.3 For information on external auditing and due diligence in relation to your personal data, see the attached Privacy Policy

23. Complaints

- 23.1 Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. If you have any problem with any aspect of the service we have provided to you or about a bill, please let us know.

We will try to resolve any dissatisfaction quickly and we operate a complaints handling procedure to help us to resolve the problem between ourselves. A copy of this procedure is available upon request and will be sent to you by our Complaints Handling, Peter Hughes, upon notification of a complaint.

- 23.2 If for any reason we are unable to resolve the problem between us, then you can ask the Legal Ombudsman to consider the complaint. The address is the Legal Ombudsman PO Box 6806 Wolverhampton WV1 9WJ - Tel no 0300 555 0333 www.legalombudsman.org.uk. Normally you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint and within 6 years of the act or omission about which you are complaining. Please note the Legal Ombudsman service cannot be used by businesses, or most other organisations unless they are below a certain size.

23.3 Under the EU Directive on Consumer Alternative Dispute Resolution, alternative complaint bodies to the Legal Ombudsman exist which are competent to deal with complaints about legal services. Should both you and our firm wish to use such a scheme, we agree to use the services of ProMediate (UK) Limited (Tel: 01928 732 455 www.promediate.co.uk) in those circumstances.

23.4 If we are unable to resolve your complaint, and it relates to a contract we entered into online or by any other electronic means, you may also be able to submit your complaint to a certified alternative dispute resolution (ADR) provider in the UK via the EU 'ODR Platform'.

The ODR platform is an interactive website offering a single point of entry for disputes between consumers and traders relating to online contracts. The ODR platform is available to consumer clients only, i.e. where you have instructed us for purposes outside your trade, business, craft or profession.

The website address for the ODR platform is <http://ec.europa.eu/odr>

23.5 As well as your right to complain about any of our bills under our complaints procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.

23.6 Our aim is to have a long term involvement with our clients and for our clients to be happy to recommend our services to others. Should you have any suggestions in relation to your engagement of the firm as to how we can improve or enhance our service we would be very pleased to hear from you.

24. Equality and Diversity

24.1 We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. The firm is a signatory to The Law Society's Diversity and Inclusion Charter. Please contact us if you would like a copy of our equality and diversity policy.

25. Indemnity Insurance

25.1 Hughes & Company's professional indemnity insurers covering the firm's practice in England and Wales are Inter Hannover who can be contacted through Lockton Professions DX 765, London City or The St Botolph Building, 138 Houndsditch, London EC3A 7AG.

25.2 The value of our standard cover is £3,000,000 and has territorial coverage of England and Wales. Our certificate of insurance is available for inspection at our office. Top up insurance is obtained where necessary.

26. Termination

26.1 You may terminate your instructions to in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

26.2 We can only decide to stop acting for you with good reason for example, if you do not pay an interim bill or comply with a request for payment on account; there is a conflict of interest or our continuing to act would be impractical, unethical or contravene legal or regulatory requirements. If we decide to stop acting for you, we will tell you the reason and give you notice in writing.

27. Force Majeure

27.1 We will not be in breach of these terms of business nor liable for delay in performing, or failure to perform, any of our obligations under these terms, if such delay or failure results from events, circumstances or causes beyond our reasonable control. In such circumstances we are entitled to a reasonable extension of the time for performing our obligations. If the period of delay or non-performance continues for more than three (3) months, you may terminate this agreement by giving 14 days' written notice.

28. Your Right to Cancel

28.1 If we have not met with you in person, The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 apply to this matter. This means that you have the right to cancel your instructions

to us within 14 days without giving any reason. The cancellation period will expire 14 days after the date of our initial communication to you. To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. letter sent by post, fax or mail / 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 have requested us to begin work on your matter during the cancellation period, we reserve the right to ask you to pay us an amount in proportion to the work undertaken on your behalf until you communicate to us your cancellation in comparison with the full coverage of the retainer.

29. Bank Failure

- 29.1 We hold all client money in HSBC which is regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).
- 29.2 The FSCS is the UK's Statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation of up to £85,000 if a banking institution is unable, or likely, to pay claims against it.
- The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £85,000 in total.
- 29.3 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 the necessary client details to the FSCS.

30. Regulated Services

- 30.1 Hughes & Company Solicitors is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN (the SRA). This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website www.sra.org.uk or by calling 0870 606 2555.

31. General

- 31.1 In the event that we are instructed to act for any private company in which you or your family are interested or in which you are an officer and that company fails to pay all or any part of our costs and disbursements, you agree to be personally responsible for the unpaid amount in accordance with the terms of this letter.
- 31.2 You authorise us to make any disclosures regarding your affairs to third parties which we consider necessary to progress your instructions and are in your best interests.
- 31.3 Whilst the use of email is convenient, it is an inherently unreliable form of communication. Delivery and receipt is not guaranteed. Whilst we will endeavour to respond to emails received promptly, we cannot guarantee to do so otherwise than in the normal course of post. Any important or urgent communication must always be sent to us by normal post.
- 31.4 Telephone calls may be recorded for monitoring and training purposes.

If, having read these terms of business, you have any queries please do not hesitate to contact us.

Hughes & Company
The Old Bakery
Frogmore Street
Tring HP23 5XA
Tel: 01442 891717
Partners: Peter Hughes; Richard Hughes; Nicola King
Authorised and Regulated by the Solicitors Regulation Authority, Number: 69840

