

Our terms of business

1. This document ('Our Terms' or 'These Terms'), together with our client care letter and scope of work (if applicable) for each matter we work on, forms our entire agreement with you to provide legal services ('our Agreement'). It is an important document and should be read carefully. If you are unsure of any part of These Terms you must contact us for clarification before we begin work for you.
2. Unless expressly agree otherwise Our Terms apply to each matter we work on with you. We may change these terms and conditions from time to time and will notify you of this in writing if we do so.

About us

3. We are an LLP registered in England & Wales with company number OC325775. Our registered office is 7 Winckley Square, Preston, Lancashire PR1 3JD. The term "partner" indicates a member of Naphthens LLP who is not in partnership for the purpose of the Partnership Act 1890. Please check our website for a full list of our [Directors / Members]. Our VAT number is 318527202
4. We are a firm of solicitors authorised and regulated by the Solicitors Regulation Authority (SRA) and our legal services under this agreement are regulated by the SRA. Our SRA number is 462103. You can find out more about the SRA and view the professional rules which apply to us on the SRA website: www.sra.org.uk. Please note that owing to our professional duties as solicitors there are some limits on what we can do to help clients achieve their goals. We cannot, for example, break the law, act in a conflict of interest, mislead the Court or act in a manner deemed 'unethical' by our regulator.
5. We are not authorised by the Financial Conduct Authority. However, solicitors are able to provide certain financial services incidental to their legal work while regulated by the SRA. 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. 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 Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

Your responsibilities

6. You agree to:
 - comply with These Terms;
 - provide us with information relating to your matter in a timely, clear and accurate manner. Information provided to us must not be false or misleading. We will not generally verify the information provided unless you expressly ask us to do so;
 - tell us straight away of any change in your contact details;
 - pay all of our bills and other charges in accordance with These Terms;
 - not ask us to do anything which would breach our legal, professional or regulatory duties;
 - give us authority to act on your behalf in connection with your legal matter including incurring expenses on your behalf and instructing other professional advisers or similar.

Communicating with you and business hours

7. Most clients prefer to use email for written communications, even though email may not be secure. You consent to us corresponding with you by email and relying upon communications coming from your email account unless you tell us otherwise in writing.
8. We take reasonable steps to minimise the risk of our email or computer systems carrying a virus or similar harmful items. You agree to also take reasonable steps to properly secure your communications with us and protect the email and computer systems used for your matter. This is important in order to protect your rights and funds. You can learn more about staying safe and secure online including good password practice at: <https://www.cyberessentials.ncsc.gov.uk>
9. We will not accept any instructions from you to alter your banking details or instructions on where money should be sent if received by email. This is due to the risk of fraud by someone impersonating you to divert your money to them instead of you. We reserve the right to take the time to confirm such instructions with you personally by telephone and by

other reasonable means before acting on such instructions. Similarly, you agree not to rely upon any change of bank details notified to you in relation to our firm including by email even if it appears to come from our firm. Fraudsters can convincingly impersonate email accounts. If you receive any such email purportedly from us or any other suspicious looking communication which appears to be from us, please call us on a known number to speak to us immediately. We will not be liable for any losses or damage resulting from funds being sent to an incorrect account or for the interception of payments made in the normal manner.

10. We are normally open between 9:00 AM and 5:00 PM Monday to Friday except for bank holidays. While our staff may sometimes respond to communications and work outside of our normal office hours this is entirely at our discretion and we would ask you to respect that there will be times when we are not available.
11. If you are an organisation of some form rather than an individual, we will generally take instructions from the individual named in our client care letter. We reserve the right to insist upon sight of a formal resolution by the client organisation as to whom shall instruct us in the future in the event of potentially conflicting instructions from different individuals connected to a client organisation and any question as to from whom we should take instructions.
12. As a firm we wish to support and promote equality and diversity. If it would assist you for our services to be delivered in a different way, please do not hesitate to let us know and we will investigate how we can assist. A copy of our Equality and Diversity policy, which includes information on reasonable adjustments, is available upon request.

Our charges

13. You are liable to pay our charges including fees for our time spent, disbursements and tax (including VAT on our time spent). Our method of charging may be based upon an hourly rate or a fixed fee. We will explain whether we are charging on an hourly rate or fixed fee basis together with the details of our hourly rates in our client care letter.
14. Our time spent on a matter is calculated in six-minute units rounded up to the nearest full six-minute unit of time. For example, short or standard letters, emails and phone calls may require less than six-minutes of a fee earner's time but will still be charged as one six-minute unit. Each six-minute unit is the equivalent of 10% of our hourly rate.
15. We reserve the right to vary our hourly rates, for example at the start of a new year. We will give you advance notice of any proposed change. If we feel it is necessary to vary our hourly rates due to the nature of your instructions changing (such as in respect of the urgency of the matter) we will notify you of this and agree an appropriate alternative hourly rate with you.
16. When charging on an hourly rate basis we may at the beginning of your matter provide an estimate of the total costs for your matter or for reaching a certain stage in the matter. Similarly, we may publish on our website estimates of our costs or automated quotes. These are estimates only and we may provide you with updated estimates as a matter progresses. The costs estimate is not a cap. You remain liable for all charges whether our original estimate is exceeded or not.
17. The cost of our services is subject to VAT. All hourly rates and costs estimates quoted by us are exclusive of VAT unless expressly stated otherwise.
18. Unless expressly stated otherwise within the client care letter (or scope of work if applicable), if we agree to work with you on a fixed fee basis and your instructions are terminated (either by you or because we have grounds to terminate under These Terms) we reserve the right to charge you the full fixed fee. At our absolute discretion, we may alternatively agree to reduce our fee to a sum equivalent to what our charges would have been for the work actually undertaken on a time spent basis applying our standard hourly rates.
19. We may require a payment on account of our costs prior to beginning work on your matter and in order to continue work for you. We are not required to use a payment on account of costs to fund interim bills but reserve the right to transfer monies paid on account of costs for payment of outstanding charges upon the raising of a bill.
20. We may as your agent ask others to work on your behalf and you will be responsible for their fees as incurred 'disbursements'. Disbursements are costs related to your matter that need to be paid to other people but we handle the payments on your behalf to ensure a smoother process

Our bills

21. Unless agreed otherwise in writing we may raise a bill on an 'interim basis' (so before the end of your legal matter) which may include disbursement only bills. Paid interim bills will be credited against your final bill.
22. If you are receiving or anticipate receiving assistance with funding from a third party in connection with your legal matter you nonetheless remain liable for the payment of our charges in accordance with These Terms. This includes where you are seeking to claim back part or all of our costs from an opponent in litigation.
23. Should we become liable for further expenses incurred on your behalf after sending you our final bill we reserve the right to raise a further bill for these costs.
24. Unless a bill is payable on completion or out of monies held on account, payment is due to us within 14 days of our sending you a final or interim bill. We will charge interest on unpaid bills rate payable on judgement debts from 14 days from the date of the bill. Interest will be charged on a daily basis.
25. If you do not pay our bills, we reserve the right to cease further work for you and to withhold from you any information or items relating to your matter until full payment has been received (subject to such information that may be available to you under data protection laws).
26. It is a condition of these instructions that you agree to receive a bill via electronic means such as email.
27. If you wish to complain about our bill, you can follow our complaints procedure (see below). You may also ask Court to assess our bill of costs under Part III of the Solicitors Act 1974 subject to certain time limits and conditions.
28. If we are instructed by more than one person then the obligation to pay our bills will be joint and several (otherwise the rights and obligations shall be several).

Holding client money and payment of interest

29. We may hold money on your behalf in our client account. Our client account is in England & Wales and is covered by the Financial Services Compensation Scheme. You should be aware however that there is a limit of £85,000.00 for all monies held by you in the particular bank whether via our client account or otherwise as well as certain eligibility conditions. For more information visit <https://www.fscs.org.uk>.
30. We keep interest paid on the general client account for ourselves. However, we have adopted a policy of paying to clients a fair and reasonable sum in lieu of interest on the monies held when it is fair and reasonable to do so. While we strive to adopt a fair policy, clients should understand that they are unlikely to gain as much interest on monies held by us as part of their legal matter as they might if they invested the money themselves.
31. We do not pay interest to clients for money held in circumstances in which we are not required to do so and where we consider that this would be inappropriate, namely:
 - where the amount of the interest calculated under our policy is less than £20.00 (for reasons of administrative cost and proportionality);
 - on money held for professional disbursements (such as a barrister or translator's fee) if that person has requested a delay in payment of the fee;
 - on money held for the Legal Aid Agency (if applicable);
 - on an advance by us into our general client account to fund a payment on the client's behalf in excess of funds already held for the client in that account;
 - where we have agreed with the client, because it is fair in all the circumstances to do so, not to pay any interest in their particular case i.e. because the client has contracted out;
 - where the client has instructed us to hold the money in such a way that unusually no interest is in fact accrued.
32. We keep the £20.00 cap and levels of interest payments made under review as interest rates change from time to time.
33. Our policy is to:
 - compound interest monthly;
 - pay interest at the end of the client's matter save for where it is more appropriate to account for a sum in lieu of interest on an interim basis owing to monies being held for an unusually long period of time;
 - calculate interest in accordance with applicable rates during the period for which we hold cleared funds for the client.

Refunds

34. Any refund which may be due to you can only be made in circumstances where all necessary checking procedures have been completed and where the original payment has cleared through the banking system and we are holding cleared funds in our account. Where payment has been made to us by credit/debit card, a refund can only be made to the card used to make the payment. Any funds paid on account which are due to be refunded, will be treated as described under "Charges and Expenses" above. Unless paid by credit/debit card a refund can only be made to you, as the client, and not to any third party, regardless of who made the payment.

Credit Limit

35. We reserve the right to apply a credit limit to you. An additional credit limit may be applied to you and your associates together. "Associates" include companies within the same group or having common shareholders or management, or your co-directors, partners, family members or companies associated with you. Where a credit limit applies, we reserve the right to suspend all further work on your behalf, (including the incurring of expenses) until the aggregate value of un-invoiced work and expenses and unpaid invoices for you and your associates is reduced below the applicable credit limit, and/or all requested payments on account have been received.

Limitation of liability and professional indemnity insurance

36. You agree to the limits on our liability set out in These Terms and that these are reasonable in all the circumstances.
37. For the avoidance of doubt, nothing in These Terms seeks to exclude or limit our liability in respect of our liabilities which cannot lawfully be excluded or limited, such as in respect of death, personal injury, fraud or fraudulent misrepresentation. The following terms should therefore be read subject to this.
38. We will not be liable for any special, indirect or consequential loss or damage of any kind (whether foreseeable or known or not) including loss of profit, revenue, income, business, opportunity, goodwill or similar economic loss or damage.
39. We shall not be liable to you for any loss or damage arising as a result of 'force majeure' (that is, if we are unable to perform any of our services as because of a cause beyond our reasonable control).
40. We will not be liable for any loss or damage of any kind arising as a result of complying with our legal and regulatory duties, such as delays or disclosures arising in the context of compliance with anti-money laundering legislation.
41. We will not be liable for any services or product provided by any third party even if instructed by us on your behalf or utilised by us in the provision of our services to you.
42. We will not be liable in respect of any losses arising from the failure of any bank with whom client funds have been deposited.
43. We will not be liable to anyone who is not our client in respect of professional negligence. These Terms confer no rights on any third parties. The Contracts (Rights of Third Parties) Act 1999 shall not apply.
44. Our maximum liability to you for all and any claims, losses, liabilities, costs and expenses of whatever nature, and whether incurred directly or indirectly, arising out of our engagement (whether in contract, tort or otherwise) will not exceed £3,000,000 (three million pounds) or such higher amount as we specifically notify you of in the relevant client care letter. The cap will apply whether the liability arose by reason of negligence, breach of contract, breach of statutory duty or otherwise and whatever the type of loss or damage arising (subject to the limits on our abilities to lawfully exclude and limit liability as detailed above).
45. Services are provided by our lawyers for and on behalf of our law firm. You agree not to bring any claim against any of our staff including principals (i.e. partners / members / directors) in connection with any loss or damage suffered in connection with our services. Please note that this does not restrict your rights to compensation in appropriate cases from our insurers or from us as a law firm.
46. We will only provide advice on matters within the scope of our instructions. We appreciate that this places limits on how we can help but it is important that we do not stray into areas beyond our expertise. Please note in particular therefore that (unless explicitly stated

otherwise within your client care letter) tax advice, advice on the law of jurisdictions outside of England & Wales and financial, accounting and commercial advice is outside the scope of our instructions. This means that we will not provide you with any advice on these matters or any other matters outside of the scope of our Agreement with you. We will not take account of any goals sought in respect of matters outside the scope of our Agreement with you even if a relevant issue arises during the course of our work together. You may therefore wish to seek separate specialist advice if you would like assistance with matters outside of the scope of our work together.

47. We will not advise you on the planning implications of any proposed purchase unless specifically requested in writing to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the 'local search'.

Terminating instructions

48. You may terminate your instructions to us at any time by telling us in writing. We may also bring our instructions to an end at any time, if we have reasonable grounds to do so, by informing you in writing. We will give you reasonable notice of our intention to stop working with you. Examples of when we may bring our instructions to an end include a breach by you of your obligations under our Agreement such as to give us timely instructions or to pay our charges or requests for payment on account on time. Other examples include where the solicitor client relationship of trust and confidence has broken down, where we discover a conflict of interest, where to proceed would otherwise be contrary to legal or regulatory duties, where the risk profile for your case significantly changed or if you experience an insolvency event.
49. When instructions are terminated you will be liable for our charges including fees for time spent, disbursements and tax incurred (or which it will be necessary to incur) up to the point of termination being notified. We also reserve the right to charge you for any costs incurred after notice of termination if we need to transfer your file to another adviser or remove ourselves from the Court record.
50. Subject to any applicable data protection rights which may apply, we are entitled to withhold our full file of papers until any charges owed to us have been paid. We retain all intellectual property rights in the advice which we provide and the documents which we prepare but permit you to make use of such work for the purposes of your particular matter only.
51. In some circumstances a 'consumer' client (but not a business or an individual instructing us in a business capacity) may have a right in law to cancel our agreement without becoming liable for our fees. Such rights may arise if we take instructions from you outside of our offices or at a distance. If the cancellation rights apply then we reserve the right to not start work on your matter until 14 days from the date of entering into this agreement i.e. until after the 'cooling off' period has passed. If you do not wish to wait this long then you can instruct us to proceed within the cooling off period but you will then be liable from that point for our fees whether you wish to cancel within 14 days or not. In appropriate cases we will provide you with full instructions on how to exercise your right to cancel as an annex to your 'client care letter'.

Client protection when working with a solicitor's firm

52. As a firm of solicitors, we are required to maintain professional indemnity insurance up to a certain limit in order to protect clients (subject to the terms of the policy) in the unlikely event of a mistake being made in a case. If you feel that we have made a mistake in your case and that you have or will suffer loss or damage as a result you must inform us straight away. Contact details and details of the territorial coverage for our professional indemnity insurers are available upon request from the individual handling your case.
53. Working with a solicitor may also provide protection to a client in certain circumstances if a solicitor fails to pay money owed to the client or is dishonest resulting in a loss to the client. Obviously, we do not anticipate any such problems arising in your matter but if you would like to learn more about the SRA Compensation Fund you can do so on the SRA website: www.sra.org.uk/consumers/consumers.page

Complaints and other concerns

54. We always aim to provide a high-quality service. If, however you have any questions or concerns about the work carried out for you or a bill you have received, please in the first instance contact the person dealing with your case. If that does not resolve your concern

you can contact the supervisor named in your initial letter. Alternatively, please email Complaints@naphthens.co.uk. The person with overall responsibility for managing complaints is the Head of Client Resolution, Richard McDowell, but Nabila Pervaiz, Complaints Executive, also works in the team. Once a formal complaint is made in this way we will investigate your complaint pursuant to our Client Complaints policy (a copy of which is available on request and is on our website) and will then respond to you.

55. We try to resolve any problem quickly but if we are for any reason, we are unable to resolve your complaint, you can at that stage ask the Legal Ombudsman to consider your complaint. In certain circumstances, if your complaint concerns a bill you have received, you may have the right to have the bill assessed by the court under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about a bill if an application for assessment has been made to the court. Naphthens LLP is authorised and regulated by the Solicitors Regulation Authority. To view a copy of the SRA Handbook, please visit the SRA website at www.sra.org.uk
56. Individual consumer clients and smaller organisations may be entitled to complain to the Legal Ombudsman about our service if they remain dissatisfied. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned, or within one year of your realising there was a concern. You must also refer your complaint to the Legal Ombudsman within six months of our final response to your complaint. You can find further information about the Legal Ombudsman at the website www.legalombudsman.org.uk. You can write to the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ or email enquiries@legalombudsman.org.uk or telephone 0300 555 0333.
57. Alternative complaints / dispute resolution bodies do also exist (such as Ombudsman Services, ProMediate and Small Claims Mediation) which are competent to deal with complaints about legal services if we both agree to use such a scheme. If we agree to use such a scheme, we will inform you when notifying you of our final response to your complaint.
58. Please note that the Legal Ombudsman is there to deal with concerns about the level of service which a client has received. Where there are more serious concerns that a solicitor or a firm of solicitors have been involved in professional misconduct then reports can also be made to the SRA, the regulator of solicitors and solicitors firms. This would be for unusual and/or serious acts of misconduct such as dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. Obviously, we do not anticipate any such problems arising and would ask that you notify the matter supervisor immediately should you have any such concerns.

Confidentiality and protecting individuals' data rights

59. We will collect information about individual clients and organisation clients' staff and keep this on our computers, in our email, in cloud storage and on paper for a certain period of time. The main reasons for this are to:
 - deliver the legal services we have agreed in contract to provide to you. For example, we may use your information to write letters on your behalf or prepare legal documents to help you with your matter;
 - comply with the law. For example, as solicitors we have to perform 'conflicts of interest' checks for new cases against a list of current and former clients. We also have a legal duty to report suspicious activity to the National Crime Agency ('NCA') if we suspect money laundering.
60. In some cases we may hold more 'sensitive' information about an individual such as about health. This may be necessary to pursue your legal matter. We are permitted to use such information to provide legal advice to you or in connection with equality legislation.
61. You can withdraw consent to your information being used in a particular way but this may limit what more we can do for you (if anything).
62. As a client we may in the future send you a newsletter or similar. We find that most clients find this helpful. We rely upon the 'legitimate interest' we have in maintaining contact with former clients to do this in data protection law and your agreement for the purposes of the Privacy & Electronic Communications Regulations (which can be implied under these Regulations). However, we will never share your information with third parties to market to you and will not contact you about non-legal services. We will make it quick and easy for

you to 'opt out' of future communications in every communication we send. If you already know that you don't want to receive these messages then you can opt out now by emailing us via our website.

63. Your information may be kept on computer servers within the UK or the European Union. If at any point information is stored on computer servers outside of the UK or the EU we will have selected countries which are either approved for this purpose under relevant data protection legislation or are located where we are happy that the safeguards in place in that country to protect your information are appropriate under such legislation.
64. We do not use your personal information to make 'automated decisions' which affect you.
65. Generally speaking, we will not share your information with third parties unless this is part of the work on your legal matter. For example, lawyers frequently may need to send certain information about clients to other lawyers working on the matter, to Court or to government bodies. In rare circumstances we sometimes need to make reports of suspicious activity to the NCA. We do also work with some trusted contractors or consultants who may have access to your information such as service providers or copiers. All contractors have a contract with us which requires that your information be accessed appropriately and kept confidential (among other data protection requirements). Similarly, we may occasionally need to share client matter information with our professional indemnity insurers and their advisers. If you instruct us jointly with another client then it will be necessary to share certain information relevant to you with the corresponding joint client in order to fulfil your instructions to us.
66. While we reserve the right to destroy non-original material at any time after the conclusion of your matter, we generally retain files for a period of time after payment of the final bill and then destroy them thereafter. At the end of a case original documents will be returned to you but if we both agree we may retain certain originals for longer than this time period. We will also always keep a small amount of information after file closure to do conflicts of interest searches in the future to comply with our professional duties.
67. We do normally have a right to payment of any outstanding costs before releasing a whole file to you but individuals may arguably have a separate right under the UK data protection legislation to access certain 'personal data' without charge. This may include having it in a particular electronic format ('portable' format).
68. Our general contact details are set out in our covering letter and the contact details for our information officer can be found on our website. Contact this individual if you want to exercise one of your data protection 'rights' and in particular if you:
- wish to complain about how your personal data is being used;
 - wish to request that our records about your personal information be corrected or deleted.
69. While we are regulated as a firm of solicitors by the SRA if you have a complaint about how your personal information is being used which we have not been able to address you may also be able to make a complaint to the Information Commissioner's Office (ICO) directly. You can learn more about the ICO and personal data rights at: www.ico.org.uk.

Anti-money Laundering and financial crime procedures

70. As a firm of solicitors, we must comply with different legal and regulatory requirements aimed at preventing crime. You agree to co-operate with us in order to verify your identity, your business structure (if applicable), organisation history (if applicable) and sources of income and other matters relevant to discharging our legal and professional duties in this respect. This may include attending our offices with identification and other documentation for verification but could also involve disclosure of more personal information such as bank statements and evidence of income. We are grateful to our clients for their understanding and patience while we discharge our professional duties. If it is not possible to attend our offices lawful alternatives will be considered with you.
71. In appropriate cases we may need to report information about you or your matter to the National Crime Agency and in such an event we would be prevented by law from informing you of this fact. We therefore must reserve the right to halt progress of your case and to temporarily retain any client money held pending compliance with our professional duties without any further notice or explanation to you.
72. There are strict limits on how we may operate our client account (used to hold money on a client's behalf in connection with a legal transaction). We generally do not accept cash. We

cannot offer a banking facility and there are limits on the manner in which funds can be paid into and out of our client account.

Conflicts of interest

73. We must not act for you where there is a conflict of interest between you and us or another of our clients. If a conflict of interest arises, we will inform you and seek to address the conflict to ensure that the interests of all clients concerned are adequately protected.

Equality and Diversity

74. Napthens is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy. At your request, we will implement any reasonable adjustments bearing in mind the cost and availability of provision.

Consent to disclosure of confidential information - Conveyancing

75. By agreeing to these terms and conditions of business you authorise us in conveyancing matters to disclose to the other parties in the transaction and, if applicable to all other parties in the chain of transactions and their agents and advisers all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you agree that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn.

Audit & Assessment

76. The firm is registered under the ISO 9001:2015 quality standard. As a result, we are subject to audit and assessment by external assessment bodies to ensure standards are met. Your agreement to these Terms of Business confirms your agreement to your file of papers being made available to the relevant assessment bodies for audit if required.

Severability

77. If any provision or provisions of our Agreement including These Terms is / are found to be unlawful, void or otherwise unenforceable then it is agreed that the remainder of our Agreement including These Terms shall remain valid and enforceable.

Governing jurisdiction

78. Our agreement, including These Terms, shall be governed by and construed in accordance with the law of England and Wales. It is agreed that the Courts of England and Wales shall have exclusive jurisdiction over any dispute or controversy arising from our agreement and These Terms.

Agreement

79. Unless otherwise agreed, these terms of business apply to any future instructions you give us.
80. Your continuing instructions in this matter will be deemed to constitute your acceptance of these terms and conditions of business. Even so, we ask you to please sign and date the enclosed document and return it to us immediately.
81. The terms of any client care letter (and Scope of Work if applicable) sent to you regarding a specific matter will apply and will take priority over these general terms and conditions.
82. Unless otherwise agreed in writing to the contrary, the advice provided and the work carried out by us in relation to any matter is intended to be relied on only by you and no other person, and we accept no liability to third parties.
83. This is an important document: please keep it in a safe place for future reference.