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INTRODUCTION

- 1.1. These terms of business complement the engagement letter (together with any summary of work or other documents to which it refers) you will have been sent at the start of any new matter and together constitute the terms of our engagement and form the contract between us under which we will provide services to you. Acceptance of the commencement of the provision of services to you and/or your continued instructions will amount to deemed acceptance of these terms of business.
- 1.2. If you have already asked us to start work for you, e.g. by giving you initial advice or by acting in an emergency, we have done so on the understanding that, unless otherwise agreed, these terms of business apply from your initial instructions.
- 1.3. We specifically draw your attention to paragraph 14 below which sets out the scope and extent of our liability.
- 1.4. References to “we” or “our” or “this firm” are references to the Metamorph Group of Companies trading through its operating subsidiary companies registered in England and Wales and its various brand names.

CONTRACTING ENTITY, REGISTERED OFFICE, ETC

- 1.5. The Metamorph Group consists of several solicitor businesses trading under various brand names. The entity and brand you are contracting with will be made clear in the engagement letter, together with details of their websites, registered office, company number and Solicitors Regulation Authority (SRA) number.

CONFLICTS WITH ENGAGEMENT LETTER AND VARIATIONS TO THE TERMS OF BUSINESS

- 1.6. To the extent that there is any conflict between the provisions of the engagement letter (including the summary of work and other documents to which it refers) and these terms of business, then the terms of the engagement letter shall prevail.
- 1.7. These terms of business supersede any other terms of business which we may have previously agreed with you and, in the absence of express written agreement to the contrary, will apply to

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all subsequent services we may provide to you. It may be necessary from time to time to supplement or vary these terms of business as a result of changes to the law, changes to our rules of professional conduct, or other regulations. If it becomes necessary to amend or supersede these terms of business during the course of your matter, we will inform you in writing of our intention to do so before any changes take effect.

RESPONSIBILITY FOR YOUR WORK

- 1.8. At the beginning of each new matter we will confirm the name and status of the person who will deal with that matter. We will tell you promptly if that person has to change. That person and any assistant whose details are set out in any summary of work you are provided with will normally be your main point of contact.
- 1.9. We will also confirm the name and status of their supervisor and/or the person with overall departmental responsibility for them.
- 1.10. To ensure your work is progressed as efficiently as possible it may be necessary from time to time for other members of the relevant department to work or assist on your matter.

YOUR INSTRUCTIONS AND OUR ADVICE

- 1.11. To maximize our effectiveness and to provide the services that you require, we must work with you as a team. While it is our role to suggest and advise you on your options and possible strategies, as the client you are responsible for deciding the course you wish to follow and giving us instructions accordingly. Our work will frequently be dependent upon you (or your other advisers) providing information promptly. To avoid unnecessary verification we will assume all information you provide to us is complete and accurate unless you tell us to the contrary.
- 1.12. There are certain areas where we do not give advice unless we otherwise specifically agree with you in writing to do so. These areas are:
 - 1.12.1. Tax advice: Unless this is expressly set out in the client care letter or summary of work, tax advice is specifically excluded from our services offered and you should consult a tax expert on any tax issues arising.

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1.12.2. Financial: We will not give any advice on the financial or commercial viability of the matter we are instructed to deal with on your behalf.

1.12.3. Property:

3.2.3.1 It is not our responsibility to carry out a physical inspection of the property nor advise in the valuation of the property nor the suitability of your mortgage nor any other financial arrangements and we shall not do so.

3.2.3.2 We shall not advise generally on environmental liabilities where we shall assume. Unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. Please note that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you on the actual results of such a search.

If you are in any doubt about any of the above matters you should consult an expert in the relevant field for advice.

- 1.13. Any advice we give will be provided solely to the individual who or entity which instructs us as our client and solely for the purpose for which we were instructed.
- 1.14. Our advice may not be used or relied upon for any other purpose or by any other person without our express prior written agreement.
- 1.15. Our advice may not be disclosed to any person without our express prior written agreement.
- 1.16. Unless expressly stated, the Contracts (Rights of Third Parties) Act 1999 shall not apply to our contract with you. No person who is not a party to the contract shall have the right to enforce any term of it.
- 1.17. If we are instructed on your purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction including any cash back payments or discount schemes that a seller is giving to you.

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- 1.18. We are happy to assist you, where we are able to do so, in the selection legal representatives in the United Kingdom or abroad or experts to act on your behalf but only on the basis that we will not be responsible for any act or omission of those legal representatives or experts. In all cases you will be responsible for the costs of any such legal representatives or experts.
- 1.19. It is our practice to check for conflicts of interest. We provide a variety of legal services to clients under our various brands and while we do our best to identify any potential conflicts of interest at the outset and during the course of any matter, we cannot be certain that we will identify all situations where a potential conflict of interest may arise. Please notify us as soon as you can of any potential conflict of interest affecting our appointment as your solicitors of which you are, or become, aware.

FEES

- 1.20. At the time of instruction, we will discuss fees and the likely cost to you. We will either confirm our fees and any likely expenses for the matter or, where possible, give our best estimate of these. There are various fee arrangements that may apply, and we will confirm the arrangement that applies to you separately.
- 1.21. Unless we have agreed a fixed fee or other charging arrangement with you, our fees are based on our time spent dealing with your matter, plus appropriate administration charges.
- 1.21.1. Our time charges include (but are not limited to) our time spent at any meetings with you, any barrister or expert that we use on your behalf and any other parties or witnesses; travel time; attendance at court hearings; drafting letters, emails and documents; perusing and analysing any letters, emails and documents received from you, or anyone else, in connection with your matter; and all telephone calls including both those made by and received by us. Our time is recorded in units of 1/10th of an hour.
- 1.21.2. Administration charges are additional fees for supplementary services carried out during the course of the matter which include (but are not limited to) photocopying, administration of telegraphic transfers and in obtaining information or conducting checks (such as online Anti-Money Laundering checks) etc.

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- 1.22. In addition, our charges will also include, unless otherwise agreed, other expenses, costs or disbursements that we may incur in the course of your matter. Expenses include travel such as train fares, taxi fares and car mileage. Where attendance is by car, mileage will be charged in accordance with Her Majesty's Revenue and Customs (HMRC) guidelines as applicable from time to time. Disbursements include but are not limited to experts' fees, counsels' fees, court fees, stamp duty and search fees.
- 1.23. It is normal practice to request clients to make payments on account of anticipated fees, administration charges, expenses and disbursements. It is helpful if these payment requests can be paid promptly. In the case of administration charges, expenses and disbursements exceeding £100, we cannot commit to the expenditure ourselves until we have received the amount requested and your matter could be prejudiced by late payment. Money held by us for you, whether on account of fees, administration charges, expenses, disbursements or otherwise, will be placed in our client account and will be held by us in compliance with the Solicitors' Accounts Rules in force from time to time.
- 1.24. We may require payment of higher than usual fees in the event your instructions are urgent, or complex, require work outside normal office hours, or other exceptional circumstances. We will agree those charges with you in advance of carrying out such work.
- 1.25. Unless otherwise agreed in writing, fees, administration charges, expenses and disbursements are payable by you whether or not a case is successfully concluded or a matter completed. If any case or matter does not proceed to completion for any reason during the period in which we are instructed, then we are entitled to charge for work done, administration charges, expenses and any disbursements incurred, plus VAT. If you wish to agree limits on our fees and the expenses which are not to be exceeded without your agreement, you must provide advance notice in writing to the person dealing with your matter.
- 1.26. We will deliver a bill when we consider it appropriate at our discretion during the course of our work and at the end of the matter and will be payable upon delivery.
- 1.27. We reserve the right to:
- 1.27.1. deduct, at any time, money you owe us from any money we receive for you or that we are holding on your behalf and which is due to you.
 - 1.27.2. stop acting for you if you fail to pay any sums due to us by their due date.

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- 1.28. We will send you a final bill on completion of the matter. However, we may also send you interim bills (in accordance with clause 4.7) until the matter is concluded. If a payment on account has been made by you, this will be utilised first towards satisfying the interim bills. Any balances held will remain as general money on account of fees and disbursements to be incurred. We may also request that you make further payments on account from time to time and reserve the right to stop work on your file if you fail, when asked, to make such payments.
- 1.29. We will charge interest at 4% above our bank's base rate on invoiced amounts which remain unpaid in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.
- 1.30. We will charge an administration fee of £25 plus VAT each time a cheque has to be re-presented by our bank.
- 1.31. Our fees and all expenses, unless otherwise stated, will be subject to VAT at the prevailing rate.
- 1.32. If someone else has agreed to pay our fees and expenses on your behalf, but does not do so, you are ultimately responsible for our fees.
- 1.33. You have the right under the Solicitors Act 1974 to challenge the amount of our bills whether for non-contentious or contentious work.
- 1.34. You are entitled to challenge our bill (as per paragraph 4.14 above) within one month of delivery of our bill or notifying you of our costs (unless we agree otherwise with you in writing) by applying to the court under Part III of the Solicitors Act 1974.
- 1.35. You may also have the right to challenge our bill by making a complaint to the Legal Ombudsman as to which please see paragraph 1.91 below.
- 1.36. These provisions also apply where we deduct our costs (except expenses) from money we hold for you.

CONFIDENTIALITY

- 1.37. All solicitors are under a professional and legal obligation to keep the affairs of their clients confidential. Whilst we will maintain strict confidentiality in regard to your work generally, we are subject to a number of regulatory authorities and may be required to disclose some details from

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time to time to them. For example, the SRA, The Law Society and HMRC have power to inspect our books and records.

- 1.38. We are part of a growing group of law firms and brands owned by Metamorph Group Limited. Some of our law firms and brands are separately regulated by the SRA but sometimes, for the benefit of our clients, we share expertise and resources across the Group. We also use the services of a non-regulated company, Metamorph Group Services Limited, wholly owned by Metamorph Group Limited, that supplies support in the areas of finance and bookkeeping, human resources, administration and facilities, information technology, risk and regulation, and marketing.
- 1.38.1. To take advantage of the group structure of our law firms and support company, it is sometimes necessary for the separate law firms and Support Company to share office space, furniture, IT systems, and employees. On occasion, we may want to take advantage of legal expertise in other parts of the business to benefit your case. As part of that process, it is possible that some of your data and information might be seen by employees of those other law firms or the support company. There are cross-secondment agreements in place which preserve your right to confidentiality within the group structure.
- 1.38.2. We confirm that each of our employees, and the support company, have signed a confidentiality agreement binding them to treat your information and data as securely as they would for their own clients. All employees have received training on the importance of confidentiality, and so we are confident that our group structure will not compromise your confidential information and data.
- 1.39. There are a number of circumstances in which we may engage with external contractors or other third parties who, subject to having first entered into a separate confidentiality agreement with us, may require or be given access to your personal data and, unless you notify us in writing otherwise, you will be deemed to have agreed that we may do so. These include:
- 1.39.1. we may use external auditors to check our compliance with our professional standards and other regulatory requirements
- 1.39.2. we may use an external storage provider for storing our closed files
- 1.39.3. as we operate in a market which now involves merger, acquisition, the listing on public stock exchanges and other similar activities, we may be asked to provide a

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selection of client files and/or anonymised client data as part of standard due diligence processes

- 1.40. We may on occasion need to outsource work, for example to suppliers that assist us with typing and copying. We always have confidentiality agreements in place with our outsourced providers so that your confidential information is properly protected.
- 1.41. Specific requirements are set out below in relation to data protection, money laundering and email communication.

PRIVACY

1.42. We will process your personal data, in line with the requirements of the General Data Protection Regulations (GDPR) (the “Act”). We may process your personal data including (but not limited to) for the following purposes:

- 1.42.1. verification of your identify or the officeholders of your organisation.
- 1.42.2. the provision of legal services.
- 1.42.3. the administration of files and records.
- 1.42.4. trust administration.
- 1.42.5. property management;
- 1.42.6. transfer of data between other professionals and advisers notified to us by you.
- 1.42.7. legal compliance.
- 1.42.8. search providers.

For further details of how we will process your personal data and the lawful purposes for doing so please refer to our Privacy Statement on our websites.

- 1.43. We may also process your sensitive personal data (defined by the Act) but if we process your sensitive personal data we will do so only as permitted by law.
- 1.44. We do not generally transfer your personal data outside of the European Economic Area (EEA) and take action where possible to avoid doing so. In certain situations however it may become necessary to share your personal data outside the EEA in order to carry out our instructions in the course of your matter, such as where you or the other parties to the matter are based outside of the EEA. Where this does become necessary we take steps to protect your personal data as required by law.

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- 1.45. A more detailed list of purposes for which we may process personal data can be obtained from the Information Commissioners Office or from the ICO website www.ico.org.uk.
- 1.46. Please note that calls received and made from some of our offices may be recorded for training and monitoring purposes.

EMAIL COMMUNICATION

- 1.47. We are able and willing to communicate with you regarding your matter or matters via email, and if you send us an email or provide us with an email address to receive our communications, you will be deemed to have agreed to this method of communication. However, it is important that you take account of the following and understand the basis on which we are prepared to communicate with you by email.
- 1.48. Email communications with you are on the basis that you accept the risks involved, including the risks that:
 - 1.48.1. our messages to one another could be read, changed or deleted by third parties without either your knowledge or our knowledge.
 - 1.48.2. there may be delay in receiving e-mail and receipt is not guaranteed.
 - 1.48.3. differences between our systems may cause text to be indecipherable or lost.
- 1.49. We take all reasonable steps to safeguard your personal data. Email is not a secure means of communication and accordingly and to the fullest extent permitted by law, we accept no liability for any loss caused as a result of communication via e-mail including breach of confidentiality.
- 1.50. To protect our computer system certain emails and types of attachment may be caught in our firewall or spam filters. No liability is accepted by us in such circumstances as these precautions are in place to protect both us and our clients.
- 1.51. We reserve the right not to give undertakings on your behalf, nor to accept them from other solicitors, by email.
- 1.52. There may be certain instructions from you that we will not accept by email. We will advise you accordingly in such a situation.
- 1.53. We make every effort to ensure that we do not transmit viruses through the use of virus checking software and a computer firewall system. However, we do not accept liability for any

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loss caused by any virus transmitted to our clients' systems. Please ensure you have appropriate virus protection in place to safeguard your systems.

- 1.54. If required, we will provide you with our bank account details. These, however, will not be provided by email. If you receive an e-mail or any other communication asking you to pay money into our client account, or a different account than the one we have notified you of, please contact us before you make any payment. If we receive any communication from you informing us of a change to your account details or instructions for payment, we will not make any payment until such time as we have been able to confirm those instructions directly with you by alternative means.
- 1.55. We also advise our clients not to discuss property transactions, timescales, financial information or imminent completions on social media.

MONEY LAUNDERING

- 1.56. In order to comply with the law on money laundering, we are required to obtain satisfactory evidence of the identity of our clients and sometimes people related to them or other third parties. We are also required to verify source of funds/wealth in relation to any money transferred during the retainer. Generally, we will not be able to start work and we are entitled to refuse to act for you if you cannot provide appropriate proof of identity or source of funds/wealth. We normally use evidence from an online information provider together with identification documentation obtained from you (confirming your identity and address) or a combination of both and we will advise you accordingly at the outset of your instructions as to what ID documentation we need from you. If we use an online information provider to verify your identity, the information you provide may be disclosed to that information provider (usually a registered credit reference agency) which may keep a record of that information and which may leave a digital footprint. We confirm that we use this information solely for the purpose of verifying your identity, and that a credit check is not performed, meaning that your credit rating should not be affected. If we are unable to obtain satisfactory evidence in this way, we will contact you to discuss what further evidence of identity we will need from you to comply with our legal obligations. You have the right of access to your personal records held by such

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information providers referred to above. Please refer to our Privacy Statement on our website for further details.

- 1.57. Our policy is not to accept payments in cash from clients of any amount.
- 1.58. If any of the funds that you are using derive from an overseas source, you should be aware that we will be unable to progress with your matter until we have been through a verification process. We are bound by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 to ensure that all funds that pass through our client account come from a legitimate source. Additional fees and disbursements, such as translation costs and foreign verification costs, may need to be incurred and charged to you.
- 1.59. All solicitors are required by law to operate a money laundering report procedure. All communications between us (and all work done on your behalf) are confidential but, in certain circumstances, information and documentation must be revealed by us to the appropriate authorities in relation to any suspicion of money laundering. We are prohibited from notifying you of the fact that such a report has been made. By instructing us in any matter you acknowledge and consent to our onward disclosure of such information to appropriate third parties as necessary pursuant to anti-money laundering legislation. We accept no responsibility or liability arising directly or indirectly from the requirements of anti-money laundering legislation or from our compliance with the requirements of any authority in respect of that legislation.

FOREIGN ACCOUNT TAX COMPLIANCE ACT

- 1.60. The Foreign Account Tax Compliance Act (FATCA) is United States legislation which has effect in the UK as a result of an agreement between the UK and US governments. The intention behind the legislation is to ensure US citizens disclose their worldwide income to the US tax authority (the Internal Revenue Service).
- 1.61. We may have to establish whether you are a specified US person or an entity controlled by a specified US person. If so, it may be necessary for us to report details of any payments we make to you to HMRC.
- 1.62. It is vital that we keep your information current at all times. You are responsible for communicating to us any changes in circumstances that may alter your FATCA status.

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INVESTMENT, CONSUMER CREDIT AND INSURANCE MEDIATION ACTIVITIES

INVESTMENT

- 1.63. We are not authorised under the Financial Services and Markets Act 2000 (FSMA), but we are able, in certain circumstances, to offer a limited range of investment services to clients because we are regulated by the SRA. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.
- 1.64. Save for the limited advice referred to at 10.1 above, we are not authorised by the Financial Conduct Authority (FCA) to provide investment advice, but if you ask us to do so, we are able to provide you with details of properly authorised (by the FCA) advisers who may be suitable to assist you.

CONSUMER CREDIT SERVICES

- 1.65. We are not authorised by the FCA in relation to consumer credit services. We may, however, provide certain limited consumer credit services where these are incidental to the professional services we provide. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. If you are unhappy with any consumer credit services you receive from us, you should raise your concerns with the SRA or the Legal Ombudsman service.

INSURANCE MEDIATION ACTIVITIES

- 1.66. Although we are not authorised by the FCA to give investment advice, we are nevertheless included on the FCA register (which can be accessed via the FCA website at www.fca.org.uk/register) so that we are permitted to carry on insurance mediation activity. Broadly speaking, this is 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 SRA.
- 1.67. We are not contractually obliged to do a full market analysis in providing recommendations for insurance products. A list of the insurers we conduct business with is available upon request. If

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you have any problems with the service we have provided to you in this regard, then please refer to paragraph 19.2 below for the appropriate person to contact.

- 1.68. We may become entitled to a commission if we are asked to arrange insurance business for you. Subject to charging a handling fee, we will pay this commission to you unless the administration costs exceed the value or a different arrangement has been made with you. Further information on commissions is set out in the summary of work where this is relevant to your matter.

PAPERS AND DOCUMENTS

- 1.69. We are entitled to keep all your papers and documents until our final bill is paid. Generally you may then collect your papers unless, for example in relation to a property matter, your mortgage company has told us to keep them.
- 1.70. Save as provided in paragraph 11.4 or otherwise agreed with you in writing, after each matter is completed, your file will be kept in storage for at least seven years and will then be destroyed.
- 1.71. In the event you request any papers from your file once your matter has been concluded we will charge a reasonable fee for retrieving the file from our storage facility. This fee will be payable by you before the file is retrieved.
- 1.72. Important documents such as Deeds, Wills or Securities which you have asked and we have agreed to store will be kept in safe custody. There are no storage charges payable by you but we reserve the right to charge you for any retrieval of, or copies of documents that you may request at a later date.
- 1.73. Any deeds required as security for a loan cannot be released to you without the permission of your lender.
- 1.74. Unless we agree otherwise, we retain the copyright in any documents we prepare for you. You may use such documents only for the purpose for which they were prepared.

HOLDING MONEY FOR YOU

- 1.75. Whilst we confirm that any money that we receive or hold on your behalf during any matter is placed in a general client account in accordance with the SRA Account Rules and the circumstances surrounding those accounts are continually assessed in the light of stated bank

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and government practices, we regret that we cannot accept any liability for the loss of any funds that results from a banking failure of any kind. Any liability to account for monies held in any general client account with any financial institution that is unable to accede to a request for the release of any funds held is therefore excluded. We currently hold funds with a number of UK clearing banks including Lloyds Bank plc, Nat West Bank plc, HSBC Bank plc, and Metro Bank plc, all regulated by the FCA. You should be aware that if you personally hold funds with any of these banks or their subsidiaries any claim made on your behalf under the Financial Services Compensation Scheme will include any funds that we hold and the scheme is currently limited to £85,000 in total per person per institution.

- 1.76. Unless we agree in writing to the contrary, any interest earned on money received on your behalf and held in our client account will be calculated and paid to you at the applicable rate in place at the time the funds are held, the exception being any money held by us in our client account as stakeholder. The period for which interest will be paid normally runs from the date(s) when cleared funds are received by us until the date(s) the payment is made to you. Interest will be calculated and applied in accordance with our Interest Policy, a copy of which is available on request. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors Regulation Authority Accounts Rules 2011. Further details can be supplied on request.
- 1.77. Where we have provided a professional undertaking on your behalf which is reliant on funds held for you in the client account or due to you from a lending institution, and the funds are subsequently not available to us due to the collapse of the bank holding the money or the lending institution, then as soon as is reasonably practical you will need to provide replacement funds and compensate us for any costs, interest or other expenses that we may incur in seeking to honour our professional undertaking in the absence of sufficient funds from you.

QUALITY STANDARDS

- 1.78. We strive for high quality standards. As a consequence of maintaining such high standards, we are subject to periodic checks by outside assessors, which may mean that your file may be selected for inspection. We also conduct regular internal audits of client files to monitor quality and compliance and often outsource this task to external consultancies and agents. If you do

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not wish for your file to be inspected in this way, please confirm this to us in writing. All inspections are, of course, conducted in confidence and no data or documents are processed or removed from our offices.

- 1.79. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object, we will assume that we have your consent unless you notify us in writing to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf.

LIMITATION OF LIABILITY

- 1.80. You acknowledge and agree that any liability for any loss, damage, costs and/or expenses suffered or incurred by you arising from, relating to or resulting from the provision of any of the services we provide to you will be the liability of this firm only and not a personal liability of any of our, members, consultants, employees, agents or contractors. You undertake that you will in no circumstances bring any action in respect of any such aforesaid loss, damage costs, and/or expenses, whether arising in contract, negligence or otherwise, against any of our members, consultants, employees, agents or contractors or any of their respective employees, partners, members, consultants, agents, or contractors. This clause is intended to benefit such partners, members, consultants, employees, agents and contractors who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999 (the Contracts Act). Other than as expressly provided for in this clause, the provisions of the Contracts Act are excluded.
- 1.81. Our maximum liability, unless otherwise agreed in writing, for loss or damage of any kind for breach of contract, breach of trust, negligence or any other basis whatsoever (other than fraud) is £3 million for any one transaction or matter or series of connected transactions or matters.

TERMINATION

- 1.82. This sub-paragraph applies only if you did not instruct us face to face (“distance selling”) or if you instruct us away from our offices (“off premises”). You may withdraw any new instructions within fourteen working days of giving them without incurring any fee. This is known as the “Cooling Off” period. You will lose this right if we start to act on those instructions with your consent at the time of us receiving your new instructions, and you will lose your right to

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withdraw your instructions if they have been fully performed during the fourteen day period with your consent (e.g. the preparation of a Will).

- 1.83. Otherwise, although you may terminate our appointment at any time, you will be liable for our fees and expenses up to that point. We can keep all your papers and documents while our charges or disbursements are outstanding. If you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us clearly and in writing.
- 1.84. Our rules of professional conduct govern the circumstances in which we may terminate the contract between us including, without limitation,
 - 1.84.1. the non-payment of our bills or failure to make payments on account when requested
 - 1.84.2. unreasonable behaviour and/or failure to provide clear instructions
 - 1.84.3. a breakdown in trust or confidence between us
 - 1.84.4. a conflict of interest arises.
- 1.85. If we terminate the contract between us we will notify you and give reasons where we can.

EQUALITY AND DIVERSITY

- 1.86. We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.
- 1.87. The Metamorph Group of Companies believe in and support the ideal that all our clients have a right to be respected. Equally, however, we also have a duty to our staff and other clients to protect them from unacceptable demands and behaviours that impact on them personally or impact their ability or the firm's ability to deliver our services to other clients. Please contact us if you would like a copy of our unacceptable actions policy or visit our website for a copy.

GOVERNING LAW AND JURISDICTION

- 1.88. The law of England and Wales will govern our professional and contractual relationship with you notwithstanding that you may be based, or our service provided to you, elsewhere. The Courts of England and Wales will have exclusive jurisdiction to determine any disputes arising from our contract with you.

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COMMENTS AND PROBLEMS

- 1.89. If you feel there is any way in which we can improve our service to you, please let us know. We keep our levels of service to our clients under review and your suggestions may be very helpful. We also use surveys to obtain client feedback and it would be very helpful if you would kindly help us to maintain or improve our standards by completing any such survey if you receive one from us or an agency on our behalf.
- 1.90. We aim to offer all clients a friendly and efficient service and we hope you will be pleased with the work we do for you. However, if any difficulty should arise, including in relation to our fees, please first raise the matter with the person responsible for your transaction or matter or with the supervisor who has ultimate responsibility for your work. Should you still have any queries or concerns about the service provided then please contact our Group Head of Risk and Regulation, Mark Booth, at Sale Point, 126-150 Washway Road, Sale, M33 6AG, by telephone at 0800 042 0700, or email to Mark.Booth@lindermeyers.co.uk.
- 1.91. If for any reason we are unable to resolve the problem between us within eight weeks, you are entitled to raise your concerns with the Legal Ombudsman who is independent and impartial. The contact details for the Ombudsman are:
PO Box 6806, Wolverhampton WV 9WJ
Telephone **0300 555 0333**
www.legalombudsman.org.uk
enquiries@legalombudsman.org.uk
- 1.92. To bring a complaint to the Legal Ombudsman you must notify within six months of receiving a final response from us about your complaint and six years from the date of act or omission giving rise to the complaint. However, if the act or omission took place before 6 October 2010 or was more than six years ago, you must notify no later than three years from the date you should reasonably have known there were grounds for complaint.