

Terms and Conditions

The following terms of engagement apply to all work carried out by ODT Professional Limited except as otherwise agreed. The expression “we”, “us”, and “our” refer to ODT Professional Limited and “you” and “your” refer to our client. We use the word “partner” to refer to a director of ODT Professional Limited, or an employee or consultant with equivalent standing and qualifications.

These terms and conditions will apply to any services which we provide to you and will usually be supplemented by a letter (‘Client Care Letter’) dealing amongst other things with the specific services to be provided and the fees payable.

These terms and conditions may be revised from time to time and a copy will be sent to you to replace these, and the revised terms and conditions will apply from the date you receive them. You are of course free to terminate the arrangement between us if you do not accept the revised terms and conditions.

OUR SERVICES

Scope of our Services

The scope of the services we have agreed to provide for you in any matter will be agreed between us and confirmed in our Client Care Letter. You agree that you do not require us to provide you advice or further services in relation to any aspect outside of the scope of the services so agreed.

Our advice is prepared solely:

- a. for use by you; and
- b. for the intended purposes associated with the engagement and any subsequent variation thereof.

Our advice should not be disclosed to any third party without our prior written agreement.

Level of service

We will regularly update you by telephone, by email or in writing with progress on your matter in particular, following key events or stages in your matter. We will always endeavour to communicate with you in plain language.

We will update you on the cost of your matter at least yearly and/or at agreed events.

Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter. We will continue to review whether there are alternative methods by which your matter can be funded.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

Joint Instructions

Where we are jointly instructed by you and another client to act in a matter, we will assume that either, both or any of you are authorised to give us instructions and that their instructions are “joint and several”, unless either of you advise us otherwise. In addition, as matters progress, we may need to act on instructions of other people from whom we consider it is reasonable to take instructions in order to progress the matter within the timescales set. Unless informed of any change, we will assume that this remains the case until our work is completed.

Limited companies/Managing Agents

When accepting instructions to act on behalf of a limited company or through a managing/letting agent, we may require the

agent and/or a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

Unless instructed otherwise in writing, we will act on the basis that all of your employees, directors and officers who give us instructions are authorised to do so and that we may act on oral instructions. Where information that is or may be relevant to the engagement is provided to someone in the firm other than those individuals involved in the engagement, you accept that knowledge of that information will not automatically be imputed to those individuals involved in the engagement.

Provision of Information

To assist us in carrying out the work as efficiently as possible, you will need to ensure that all information provided is to the best of your knowledge complete, accurate and up to date. You should also notify us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking.

RESPONSIBILITY FOR WORK

The name of the person who will carry out most of the work in this matter and, if different, the partner with overall responsibility for your matter will be confirmed in our Client Care Letter. They may from time to time, be assisted by other members of our team i.e. trainees, paralegals etc. However, you will be notified of this either in the Client Care Letter or in writing when applicable.

We try hard to avoid changing the people who are handling your work but if this cannot be

avoided, we will notify you promptly of the name and status of the person who will be dealing with your case.

REGULATION

We are authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA number is 614565.

The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Our firm and our solicitors are governed by Codes of Conduct and other professional rules. For further information on the role of the SRA and the rules and regulations that apply to our services, please visit: www.sra.org.uk.

We practice through a company ODT Professional Limited.

ODT Professional Limited is registered in England and Wales with registration number 08876525. A list of our directors and their professional qualifications is open to inspection at our registered office the address of which is 4th Floor offices, Pavilion View 19 New Road, Brighton East Sussex BN1 1UF.

CONTACTING US

Our offices are located at:

4th Floor offices, Pavilion View 19 New Road, Brighton East Sussex BN1 1UF;

131 South Road Haywards Heath West Sussex RH16 4LY;

Wheel House 133 High Street Hurstpierpoint Hassocks BN6 9PU; and

41-42 Southgate, Chichester, PO19 1ET.

The normal hours of opening are between 09.00 and 17.00 on weekdays. Appointments may be possible to arranged outside those hours when essential to the interests of a client.

PROFESSIONAL INDEMNITY

In the interests of our clients, we maintain compulsory professional indemnity insurance to a total level of £8,000,000 (eight million pounds).

Our current insurers are Starr International (Europe) Limited and Allianz Global Corporate & Specialty SE and their contact details are as follows Starr International (Europe) Limited, 30 Fenchurch Avenue London EC3M 5AD and Allianz Global Corporate & Specialty SE, 60 Gracechurch St London EC3V 0HR. The territorial coverage of our insurance is England and Wales.

A full hard copy of all of our insurances are available to view at our offices. Please ask for details.

COMPLAINTS

We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service, and I am confident that we will do so in this case. However, if you would like to discuss how the service to you could be improved, the level of your bill, or should there be any aspect of our service with which you are not satisfied, please raise your concern in the first place with your designated fee earner. If you still have queries or concerns, please contact your fee earner's supervising partner. If a partner is already acting for you, please feel free to contact any other partner within the firm.

Alternatively please contact our complaints Partner Lawrence Gibbons on 01273 710712 lgibbons@odt.co.uk or by post to 4th Floor offices, Pavilion View 19 New Road, Brighton East Sussex BN1 1UF. We have a procedure in place which details how we handle complaints and this will be immediately sent to you.

If you would like to see a copy of our complaints procedure at any other time,

please let me know and we will arrange for a copy of our complaints procedure to be sent to you.

We have eight weeks to consider your complaint. If for any reason we are unable to resolve the problem between us within that timeframe, then you may ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman may be contacted at PO Box 6806, Wolverhampton WV1 9WJ.

Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of your having received a final written response from us about your complaint. Complaints to the Legal Ombudsman must usually be made within one year of the act or omission about which you are complaining occurring or from when you should have known about or become aware that there were grounds for complaint.

For further information, you should contact the Legal Ombudsman on 0300 555 0333 or visit: www.legalombudsman.org.uk.

If you think a solicitor might be dishonest or you have concerns about their ethics or integrity, you also have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the Legal Ombudsman). For further information about the SRA's role, please visit: <https://www.sra.org.uk/consumers/>.

OUR CHARGES

Professional Fees

Unless and until either an alternative fee arrangement has been agreed and confirmed in writing by us or you are entitled to have our fees paid by the Legal Aid Agency (in which

case different cost considerations apply as set out in our Client Care Letter), the basis for calculation of our fees is primarily by reference to the time spent by the fee earner(s) dealing with the matter (including any time which we spend travelling) and will be charged at an hourly rate. This may include meetings with you and other persons; reading, preparing and working on papers; making and receiving telephone calls; carrying out legal research; letters, faxes, e-mails and text messages; preparation of any detailed costs estimates, schedules and bills; attending court or other meetings; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work may be charged to you at the hourly rate which would be charged if we had done the work ourselves. Routine letters, faxes, e-mails and texts that we send and receive and routine telephone calls that we make and receive are charged at a minimum charge of one-tenth of the hourly rate. Longer letters, emails and telephone calls are charged on a time spent basis.

Where relevant, the hourly rates applicable to your matter will be confirmed to you in our Client Care Letter. We may from time to time review our charging rates and will notify you immediately in writing of any changes which are applicable to your matter.

Our current rates from time to time may not be appropriate in cases of exceptional complexity or urgency or where specialist knowledge is required. Where it becomes apparent that such circumstances exist we will notify you of this.

We are registered for VAT purposes. Our VAT registration number is 118 2869 95.

All fees are quoted exclusive of VAT, which will be added where appropriate. Currently, the VAT rate is 20%.

Matter not concluded

Unless otherwise agreed in writing, our fees are payable whether or not a matter is successfully concluded. If any matter does not proceed to completion for any reason during the period in which we are instructed, then we will be entitled to charge for work done on an hourly basis plus expenses as set out above but, at its absolute discretion, we may waive part or all of such entitlement to fees.

Estimate of Costs

We will provide you at the outset of a matter with the best possible information on our costs and will update this information as the matter progresses. As you will appreciate however, a matter can often end up taking quite a different shape from that envisaged at the time when it starts and the legal advisers are instructed. Accordingly, it can be difficult to come up with a clear estimate. However, as matters progress, we should be able to provide you with more detailed estimates of our likely costs and will keep this under review with you.

Limits

Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any costs estimates or limits are close to being exceeded. Notwithstanding any estimates or costs limits however, the final bill will be a product of the amount of time our fee earners spend on the matter and our agreed fee rates; any estimates provided are neither intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the course of the matter that significant further

work will be required, we shall of course let you know.

Fixed Charges

In property transactions, in the administration of estates and in transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g. the price of the property; the amount of the mortgage advance; the size of the estate; or the value of the financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling on us as a firm. We will tell you in advance if a value element will be included, how it will be calculated and the amount to be charged.

Third party responsibility

In certain circumstances, there may be an expectation that a third party (including an insurer) will pay your costs. We may at our discretion issue invoices to a third party funder and accept payments from them but you will remain liable to us for all charges. In the event that the third party does not pay the sums due, you will be required to pay them.

Bank Transfer fees

Unless otherwise notified, we will charge you the sum of £40 plus VAT for each transfer fee executed on your behalf. This will generally be referred to specifically in your bill as 'ODT Banking Charge' in order to distinguish it from other disbursements, and to make clear that this element of the bill represents a charge we make to you rather than a disbursement incurred on your behalf. In most, if not all, cases this figure will represent a higher figure than we are charged ourselves by the Royal Bank of Scotland for carrying out bank transfer payments. The balance above the amount charged to ODT by our bank represents profit

costs, and is charged as an administration fee for the work carried out in relation to arranging and administering the payment.

Disbursements

We may incur certain expenses on your behalf, (for example, such items as court fees, fees of experts, external advocates, courier costs, Stamp Duty Land Tax, overseas lawyers' fees counsel's fees, search fees). You will have to pay those expenses or reimburse us for them in addition to our fees. VAT is payable on certain disbursements.

We will recharge travel costs, accommodation, communications and subsistence costs when travelling away from our offices in connection with the Engagement. Where disbursements will be substantial, we may request that money is paid to us on account of those costs before we incur them, or arrange for the costs to be paid directly by you.

BILLING ARRANGEMENTS

General timing of bills

We will normally send you a final bill for the settlement of our services at the end of the matter. However, if the matter is ongoing, we may render interim bills at agreed intervals.

Specific timing of bills

Property transactions. We will normally agree fees with you at the outset or send you our bill and/or completion statement following the exchange of contracts requiring payment on or before completion. If sufficient funds are available on completion, and we have agreed our fees with you or sent you a bill, we will deduct our charges and expenses from the funds held on completion. We reserve the right to make deductions in respect of outstanding charges due to the firm from monies held on your behalf.

Administration of Estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.

Other cases or transactions. It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, we reserve the right to stop acting for you further. Please see Alternative Funding Arrangements section below in respect of contentious matters.

Payments on account

We may ask you to pay sums of money from time to time on account of the anticipated fees. We will offset any such payments against your final bill.

Total fees may be greater than any advance payments.

Settlement of bills

Accounts are to be paid by you when due, whether or not the amounts concerned may ultimately have to be paid by another party. Bills are to be settled in full within one month of receipt.

We may charge interest on unpaid bills from one month of delivery of the bill on a daily basis at statutory rate (currently 8%) bank.

In relation to non-contentious costs, we are entitled to charge interest on unpaid bills at

the rate payable on judgment debts from one month after delivery of the bill in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009. We reserve the right to charge interest on any outstanding amounts at the statutory rate (currently 8%).

If any payment on account is not made or a bill is not settled in accordance with these terms, we reserve the right to decline to act further for you.

If we are conducting litigation for you, we have rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs.

Concerns over your bill

If you are not satisfied with the amount of our fees please contact us. Objections about the amount of our fee will be handled by way of our complaints procedure.

If you remain unhappy about the level of our fees, you may be able to make a complaint to the Legal Ombudsman (as more particularly set out above) or may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.

Lien over papers and documents

Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees. We are also entitled to retain any money, or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the money or property is acquired in connection with the matter for which the costs were incurred. This is known as a 'general

lien'. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

Client account

We operate a client account facility which allows for money to be held or transferred in relation to a matter we are working on. However, the facility is operated at our discretion and any unauthorised receipts will be held pending further investigation or returned to the sender. Therefore, we ask that you give us advance warning of any receipts.

Any client money we hold on your behalf in our client account or on deposit is afforded the protection under the Solicitors Act 1974.

Client monies will normally be held by us in a general client account with our primary banker, Royal Bank of Scotland in the name of ODT Professional.

Payment on account for our fees or disbursements

We may ask you for advance payments on account for our fees and/or to enable us to pay disbursements on your behalf as and when they become due. Money paid by you on account of our costs and/or unpaid disbursements will be treated as client money and paid into our client account (see above for details).

We will confirm in writing (by letter or email) whenever we need to make a transfer of all or some of those sums to our business account to cover our fees for work that we have undertaken.

We may need to draw upon sums held for you in the client account to reimburse us for payments we have made on your behalf, for example, where we pay a court or search fee on your behalf using our own money. You will

have been informed at the outset (or updated during your matter as necessary) of likely disbursements we will need to make on your behalf and some of the monies we ask you to pay on account will reflect those anticipated costs. Where it is appropriate to do so, we will deduct money from sums paid by you into our client account to reimburse us for those payments after they have been paid by us. We will not issue a bill each and every time that we make a transfer but we will ensure that you are provided with information as and when appropriate (not least a final bill at the end of the matter) to ensure that you can reconcile the payments. All transfers will be done in accordance with our regulatory obligations (including those set out in Rule 5 of the SRA Accounts Rules). For more information, see: <https://www.sra.org.uk/solicitors/standards-regulations/accounts-rules/>.

Cash payments

It is our policy to only accept cash up to £250. If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. 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.

Client Interest

If we hold money on your behalf in our client account, in accordance with the SRA Accounts Rules, it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis.

We will never pay interest on monies held by us on your behalf at a rate which is higher than we ourselves receive on our general client account and you should be aware that this will not always be as much as you would have received yourself on that money for the period it was held by us. This is because it is a regulatory requirement that our client account

be an 'instant access account'. Such accounts do not attract particularly good rates of interest when compared to other savings products on the market.

Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of five working days prior to the completion date. If the money can be transferred electronically, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

Client monies will normally be held by us in a general client account with our primary banker who is currently the Royal Bank of Scotland.

A sum in lieu of interest will be payable on amounts held in our general client account on the following basis:

1. The period for which interest will be paid normally runs from the date the funds are received by us cleared in our account until, where paid electronically, the date when the funds are sent or, where paid by cheque, the date(s) on the cheque(s) issued to you;
2. The rate of interest paid to clients will be in line with the Royal Bank of Scotland's published interest rates on Client Deposit Accounts over the period when interest is due;
3. All sums that are paid to you will be paid as a gross amount;
4. We will not account to you for any sums in lieu of interest in the following situations:
 - (a) On money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;

- (b) On money held for the Legal Aid Agency;
- (c) On money on an advance to us to fund a payment on your behalf in excess of funds already held for you;
- (d) Where the total amount of interest calculated over the course of the matter is £20 or less;
- (e) Otherwise, where there is an agreement to contract out of the provisions of this policy.

If it is apparent that money held on your behalf will need to be retained for some time then such money may need to be placed in a designated deposit account in which case all of the interest accruing while the funds are so invested will be paid to you when the account is closed or on intermittent basis as agreed with you.

It is extremely unlikely that we could be held liable to you if any money held in our client account is lost due to any failure in the banking system including bank collapse. However, you may be entitled to make a claim against the Financial Services Compensation Scheme (FSCS) in the event of failure of the bank. The amount of compensation which the FSCS can pay out is limited to £85,000 (subject to some restrictions). We may be able to make a claim to FSCS on your behalf. If we do so, we will, subject to our obtaining your consent, give certain client information to FSCS to help them identify you and any amounts to which you are entitled.

OTHER PARTIES' CHARGES AND EXPENSES

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 public funding no costs are likely to be recovered.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can usually 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.

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.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses (see Alternative Funding Arrangements below).

ALTERNATIVE FUNDING ARRANGEMENTS

In certain circumstances, solicitors may be able to enter into a Conditional Fee Agreement ('CFA') under which costs will only be recoverable in the event of success, but in that event costs can be increased by up to a maximum of 100%. In relation to CFA's entered into from 1 April 2013, it is generally no longer possible to recover additional liabilities, such as the success fee, from your opponent. Please let us know if you wish us to consider entering into such an agreement, but please note we will normally only consider this if your prospects of success are very high.

Further, from 1 April 2013, it is possible for solicitors to enter into a Damages Based Agreement ('DBA') under which our costs can be charged to you as a percentage of the damages recovered, to a maximum of 50% of the damages (or less in some personal injury

matters). Please let us know if you wish us to consider entering into such an agreement, but again, please note we will normally only consider this if your prospects of success are very high.

In certain types of cases, and in certain circumstances, public funding might be available. ODT does not act in such matters but if you think that you may be eligible please bring this matter to our attention so that we can consider it further with you.

In certain types of cases, and in certain circumstances, third party funding (e.g. via a trade union) might be available. If you think that third party funding may be available to you, please provide us with details so that we can consider it further with you.

TAX ADVICE

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will advise you accordingly, and where applicable we may be able to identify a source of assistance for you.

CYBERCRIME AND EMAIL FRAUD

It is unfortunate that Cybercrime and email fraud targeted at law firms and their clients is on the increase. Fraudsters are using very sophisticated methods to manipulate IT and intercept communications.

Confirmation of our bank details

Our bank account details will be confirmed to you at the outset of the matter in our Client

Care Letter. We do not intend to change our bank account details during the course of dealing with your matter so the account details we have confirmed will stay the same throughout the lifetime of your matter.

It is very important that you are aware that we will not notify you of changes to our bank account details by email. We will only notify you of changes to important business information, including bank account details, in official correspondence which will be sent by postal mail.

If you ever receive any other communication purporting to come from us and which purports to change our bank account details or to request that you send funds to another account, please do not rely on this and immediately contact the person at this firm handling your matter by telephone. Even if the request appears to have come from us, you must never send funds to another account unless you have verified this with us.

We cannot take any responsibility for any losses where funds are transferred to other accounts that have not been verified by us.

Sending funds to our bank account(s)

Prior to transferring any funds to our account, we recommend you contact us to verify our account details. Wherever possible, you should contact the contact the person at this firm handling your matter by telephone.

Our firm sending funds to you

We may not agree to send any funds to you unless it is to a pre-agreed bank account which we have verified.

You must take care to protect your own data and bank account details. Confirming your bank details by email should be avoided.

For all new matters, the person with conduct of your matter will contact you by telephone to verify your bank account details, prior to our sending funds to you. We are sorry if this causes any delay to the processing of payments but we do consider that these steps are necessary to help protect you and your money from fraud.

If you are a long-standing client of the firm and/or a client to whom we have previously transferred funds and your bank account details have not changed we will rely on our previous transactions rather than contact you via telephone for verification unless circumstances exist which increase the level of risk or we otherwise consider it appropriate to do so.

INVESTMENT

Sometimes the work we are likely to carry out for you can involve investments. We are not authorised by the Financial Conduct Authority (previously the Financial Services Authority) and so may refer a client to someone who is authorised to provide any necessary investment advice. However, we can provide certain limited services in relation to investments provided they are closely linked with the legal services we are providing to a client, as we are members of the Law Society of England and Wales.

If we recommend a referral to a particular firm, agency or business to provide you with investment advice, we shall do so in good faith but we shall not be liable to you for any advice you may be given by them. Furthermore, if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been

separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

INSURANCE

We are not authorised by the Financial Conduct Authority (formerly the Financial Services Authority). However, our firm is included on the FCA Register so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This is 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.gov.uk.

We do not generally sell or advise on insurance policies except those that are required in relation to our conveyancing and litigation practices. In conveyancing work, clients may encounter a problem that can be overcome by the taking out of a suitable insurance policy such as to protect against a defect in the title to a property.

In litigation, you should consider and review whether your, and/or your opponent's, costs may be covered by an existing 'before the event' insurance policy ('BTE Insurance'). If you have such cover, most typically, legal expenses insurance will form part of your current contents / buildings / motor insurance policies. In addition, companies and individuals may take out specific legal expenses insurance policies or have such cover as part of their employment / business arrangements. It is very important that you check the position closely as it may be the case that your costs could be covered (usually to a predetermined sum and subject to notification of the claim within strict time limits) by an

existing insurer. If you would like us to check the policies for you to see whether you are covered, please send them to us immediately.

In litigation, 'after the event' insurance ('ATE Insurance') may be obtained by us on behalf of a client to protect against the costs the client may incur when making a claim. Should we identify a problem that cannot readily be overcome without taking out such a policy, we will inform clients at the appropriate time.

In relation to ATE Insurance it may be possible to obtain this against not only your costs but also your opponent's costs of the proceedings. Often, this will require the submission of papers to an insurer / broker with an Opinion from counsel as to your prospects of success, and if available will be subject to the payment of a premium which from 1 April 2013 will not generally be recoverable from your opponent even if you are successful. If this is something you would like to consider, please let us know and we can make appropriate enquiries in the marketplace, but please note that unless and until insurance cover is in place we will continue to act on our usual privately funded basis, including the costs of applying for insurance.

If we are requested to recommend an insurer, we will advise the client about the range of legal indemnity insurers we have checked before recommending a particular policy and, if it is not on a fair market analysis, we will explain the basis upon which the recommendation has been made and will check the suitability of any such policy. If we are requested to assist in the arranging of any insurance on behalf of a client, we will inform the client of all necessary information by means of a written 'demand and needs statement'.

If we recommend a referral to a particular insurer, we shall do so in good faith but we shall not be liable to you for any advice or assistance you may be given by them.

Furthermore, you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund in relation to those insurance services.

LIMITATION OF LIABILITY

Reliance by third parties

Advice rendered by us is provided for the purpose of the instructions to which it relates and for your benefit. It may not be used or relied on for any other purpose or by any person other than you without our prior agreement.

Liability in respect of other parties

We will use all reasonable endeavours to ensure that all information provided by us is accurate but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you or others based upon reliance on or use of information or advice provided by or obtained from third parties.

Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

Limitation of our liability

Our liability to you (or any other party who we have agreed may have the benefit of, and rely on, our work) for Loss arising from a breach of your instructions (in contract and tort) shall be limited to £8,000,000 (eight million pounds) unless we expressly state a higher amount in the Client Care Letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary

damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

For the purposes of this section "Loss" means the total of all losses, damages or costs suffered or incurred, directly or indirectly, in connection with the engagement, including as a result of breach of contract, negligence, fault or other act or omission by the Firm, but excluding any Loss arising from fraud, wilful misconduct or dishonesty of the Firm.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Where any individual acts for you in any proceedings, they do so as a representative of ODT Professional Limited and no director or employee of ODT Professional Limited assumes, or will assume, personal liability for the conduct of the engagement or will have any personal liability for any matter arising out of or in connection with, the engagement whether in contract, tort, negligence, breach of statutory duty or otherwise and you waive any such claim as may arise. Further, you agree not to bring any claim of any nature against any of our directors or employees. It is agreed that our directors and employees shall have the right to enforce this clause.

We will not be liable if any Loss is due to the provision of false, misleading or incomplete information or documents (save where we should reasonably have discovered the false, misleading or incomplete information or documents) or due to the acts or omissions of any person other than ODT Professional Limited.

We do not accept any liability for the advice or other services provided by experts or service providers instructed by us on your behalf in connection with the engagement.

We neither owe nor accept any duty to any person other than you and we do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any person other than you. You agree to indemnify us against any liabilities, losses, damages, costs or expenses we incur arising out of any claims brought against us by third parties arising out of or in connection with the Engagement.

Please ask if you would like us to explain any of the terms above.

CONFIDENTIALITY

We owe you a duty of confidentiality in respect of information relating to you which we obtain during the course of our retainer. All such information will be regarded as, and kept confidential at all times unless you instruct us to disclose information or except in the circumstances set out within these Terms.

Our duty of confidentiality to you is subject to any disclosures we are required to make in good faith to the police, governmental, regulatory or supervisory authorities in relation to any statutory or regulatory obligations. In particular, we are required, without your knowledge or consent, to report any awareness or suspicion of money laundering in relation to the proceeds of any crime. We can also be ordered by the Government Agencies to disclose information and answer questions about your private affairs, again without your knowledge and consent.

Our duty of confidentiality does not apply to a disclosure we make to our insurers pursuant to the terms of our professional indemnity insurance policy. In the event of a claim, complaint or the notification of a circumstance which may give rise to a loss or claim, we are obliged to make a notification to our insurers and this may necessarily result in your file being disclosed to our brokers or insurers.

Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. 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.

In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, has to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

CONFLICT

Before accepting any Engagement, we will determine whether we are able to advise you having regard to any legal or professional regulations relating to conflicts of interest. Similarly, we will not act for another client in relation to the subject matter of this Engagement, or a related matter, if this would constitute a conflict of interests, unless we are permitted by legal or professional regulations to do so.

An actual or potential conflict between your interests and the interests of another client of the firm may arise during the course of a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

EQUALITY & DIVERSITY

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

DATA PROTECTION

How we use your data

We are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations).

Outsourcing of our services

Sometimes we have outsourcing arrangements with external companies which cover a range of services including, but not limited to secretarial and administration support, credit control and tele-conferencing facilities to ensure that our services are provided promptly and efficiently. Personal data and confidential information that we hold may be passed to these providers in order for them to undertake these services. In doing so we will always take care to ensure that your information remains confidential and safe. In particular, we have appropriate data protection and confidentiality agreements in place with each of the providers.

Sharing information

Occasionally, we may need to share some or all of your information with our quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. In particular, our files may need to be assessed for quality purposes by a

Conveyancing Quality Scheme assessor and your file may be one of a sample which is to be assessed. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard.

We may have to share some or all of your information with other third parties. This may include barristers, experts and other third parties who we need to instruct to assist us with your matter. We may also have to share information with the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf.

We may wish to contact you in the future about our other services. Please let us know if you are happy to receive that information. To inform us of your preference, you are invited to tick the relevant box in the notice provided with your Client Care Letter and return it to us.

Your Rights

You have rights as a Data Subject under the General Data Protection Regulation as incorporated into the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (and known as the UK GDPR) the EU General Data Protection Regulation (EU GDPR) and the Data Protection Act 2018.

Our Privacy Policy which is made available on our website at [Privacy Policy | ODT Solicitors \(https://www.odt.co.uk/privacy-policy/\)](https://www.odt.co.uk/privacy-policy/) and/or will be provided on request contains important information on how and why we collect, process and store your personal data.

It also explains your rights in relation to your personal data.

Your rights include the right to be informed what information we hold about you which is known as a data subject access request (although obviously it is likely that you will have provided us with such information as we hold).

You also have the right of access and to request a copy of any information about you that we hold at any time. You also have a right of rectification and, in particular, to request that information is corrected if it is inaccurate.

There are also other rights available to you but these may be limited to a certain extent should you become a client as we may have overriding regulatory duties with respect to handling of your data for the purposes of providing services to you.

In particular, you may have a right of erasure (also known as the right to be forgotten). In certain circumstances, this allows you to request that we erase your personal data. This is not an absolute right however and, once you become a client of our firm, we will be required by our regulators and for legal purposes to retain some of your personal data and other information within casefiles (for retention periods, please see below).

If you are concerned about our handling of your personal data, there are also other rights available to you: a right to restrict processing; a right to data portability; a right to object and to request we stop processing your personal data; and a right in relation to automated decision making and profiling.

Importantly, you also have rights to complain to the Information Commissioner's Office if you feel that your data is not being handled properly.

For information on how your information is used, how we maintain the security of our information, and/or to exercise any of your data rights as explained above, please contact us. Similarly, if you wish to make a complaint in relation to our handling of your data, such as any potential data breach, then please contact us at the earliest opportunity.

Further Information about your data rights and how to exercise them is set out in our Privacy Policy (see above about how to access that). Further details are also available by visiting the Information Commissioner's Office's website at: <https://ico.org.uk/your-data-matters/>.

Please mark your enquiry, request or complaint for the attention of Rupert Taylor who is our Data Protection Officer and the person in this firm responsible for data protection. All enquiries and requests can be sent to them by telephone 01273 710712, by emailing rtaylor@odt.co.uk or in writing to 4th Floor offices, Pavilion View 19 New Road, Brighton East Sussex BN1 1UF.

How long will we hold your data?

We will only hold your information for as long as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will generally be six years after the end of your matter. For some cases, for instance where you or a named party are currently under the age of eighteen, we may decide that we are required and/or it is proper and appropriate to keep your data for longer than this period, but we will notify you if we believe that your case falls into this category.

After the designated retention time, we will confidentially destroy all information that we hold about you (in accordance with the clauses below relating to storage and retrieval) other than your name, address and date of birth or other information which we will be obliged to continue to hold for the purposes of ensuring

that we never act for another client where doing so would conflict with our obligations of confidentiality to you.

MONEY LAUNDERING, TERRORISM FINANCING AND PROLIFERATION FINANCING

Notification

Solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money or other illegal purposes.

We also need to comply fully with anti-money laundering, counter-terrorist financing and counter-proliferation financing statutory and other regulatory requirements that apply to our sector.

We are under a strict legal duty to report any circumstances where we know or suspect that a client is involved in or a matter have involvement with money laundering, terrorist financing or proliferation financing, to the National Crime Agency. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made or seek your consent. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why.

Identification & Verification

In view of the above, we may be required to identify and verify your identity as well as the identity of other persons such as directors or beneficial owners of a company.

We may also be required to carry out background checks on you as well third parties and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise.

Depending on the type of matter and the particular circumstances of the instructions, we may ask you to provide us with proof of your identity, to make searches of appropriate databases and/or to obtain detailed information about the source of any funds or your financial circumstances and the sources of your income or wealth. This information will usually be requested at the outset of the matter and before any work can commence but it may also need to be requested again at other times during the matter, as appropriate.

We may also conduct an electronic database search and our charges for doing so (to include the fees incurred by us) will be recharged to you in our bill (please see our Client Care Letter for confirmation of the amount that you will be charged)

We are required to retain records of the identification obtained. We may delay, decline or cease to act for you if we have requested information to verify your identity or other aspects of the matter such as funding but there has been an unreasonable delay in providing it.

You must also not send us any money until we have told you these checks have been completed.

Subject to the provisions above in relation to liability, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or executing our internal procedures put in place to meet those obligations in good faith, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

FINANCIAL SANCTIONS

The UK sanctions regime imposes serious and extensive restrictions on our dealing with clients (and other third parties) who are or become a designated person under the UK

sanctions legislation. There are specific reporting obligations and prohibitions (with potential penalties) on carrying out certain activities or behaving in a certain way where financial sanctions apply.

As such, to determine if we can act for you in a certain matter or if there are any other reporting duties we need to comply with, we may also need to conduct additional verification checks on you, other persons such as directors or beneficial owners of a company as well as, potentially, other third parties such as counter-parties in a matter.

MORTGAGE FRAUD

If we are also acting for your proposed lender in a conveyancing transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:

- any differences between your mortgage application and information we receive during the transaction.
- any cash back payments or discount schemes that a seller is giving you.

REFERRALS

If your matter has been referred to us by a third party and/or we have a financial arrangement with that third party then we shall disclose all relevant details to you in our Client Care Letter including the name of the referrer and the amount of any payment we make to that third party for referring you to us. Similarly, if we receive a financial benefit as a result of acting for you, we will tell you of the amount in our Client Care Letter or in subsequent correspondence (by letter or by email).

If the third party is paying us to provide services to you, we will inform you in our Client Care Letter of the amount the third party is paying us to provide services to you and,

where applicable, the amount you are obliged to pay the third party.

Despite any financial relationship with a third party, we will provide you with independent advice and you are entitled to and we hope that you will feel happy to raise questions with us about any aspect of your matter.

Any information you provide to us or any advice that we give you during your matter will not be shared with the third party unless you expressly agree.

However, please note that if we are acting both for you and the third party in this matter, we may have to stop acting for both of you if there is a conflict of interest.

EMAIL COMMUNICATIONS

If you have the necessary facilities we will sometimes use email for communication with you unless you tell us not to.

There are some specific points of which you should be aware:

- i. Communications over the Internet are not completely secure. You will have to guide us as to what should or should not be sent over the Internet. We cannot be responsible for the security of correspondence and documents sent by e-mail.
- ii. Viruses or other harmful devices may be spread over the Internet. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software. If we are to communicate by email, it is on the basis that you will do likewise.

TERMINATION

Termination by you

You may withdraw your instructions at any time by written notice to us.

Should your matter not be carried through to completion then a charge will be made in respect of the work that has already been completed based upon the fee structure that has been agreed. VAT or similar taxes will be payable on that amount and you will also be billed for any disbursements incurred.

We will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses.

Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within seven working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to the person named in these terms of business as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

Termination by us

In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so. Valid reason for our terminating our relationship with you and/or ceasing to provide services includes:

- failure by you to settle invoices in full on the due date or to make payments in advance when so requested;
- failure by you to give clear and proper instructions on how we are to proceed;

- if it is clear that you have lost confidence in how we are carrying out your instructions;
- if by continuing to act we would be in breach of the law or rules of professional conduct; and/or
- you or an associated individual become a designated person under the UK sanctions legislation or there is an increased sanctions risk that cannot be managed to an acceptable level.

This is not an exhaustive list. If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

STORAGE AND RETRIEVAL OF FILES

At the end of the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

At the conclusion of your matter, we will store your file of papers for a reasonable period of time. We would usually store casefiles for six years from the date of the final bill but reserve the right to determine the period of storage. Such papers or files may be stored in an electronic form (with the original paper version being destroyed as soon as it is scanned and saved as an electronic file).

There may be documents such as deeds or wills which we have agreed to deposit for you in safe custody or documents that you have otherwise asked to be returned to you. We will not destroy any such documents.

This service is currently free of charge. We do not always store clients' deeds and documents on our own premises but outsource our storage facilities to independent third parties.

We also reserve our rights to destroy your files and papers (whether electronic or paper based) after a reasonable period, without prior notice to you, unless we receive a written

request from you during this period. At your request we will return any papers or property belonging to you which are not subject to a lien or otherwise being stored for safe keeping.

If we retrieve papers or documents or electronic data from storage in relation to continuing or renewing instructions to act for you, we will not charge for the direct cost for retrieval from storage. You may also have a right to be provided with a copy of personal data held by us as part of a legitimate subject access request (see the data protection section above). However, in all other cases, we reserve the right to make a charge for the retrieval or delivery of any stored files (including electronic data), papers or deeds or a charge based on the time we spend reading stored files, papers of deeds, writing letters or other work necessary to comply with your instructions. If charges are made, they would be based on our hourly rate applicable at the given time and/or any reasonable postage charges, where applicable, but we would always discuss this with you beforehand.

THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of our retainer with you or any subsequent amendment to it unless we expressly confirm in writing this it does apply. No person other than the parties to the Client Care Letter and their respective successors and assignees, shall have any right to enforce any of the provisions of the Terms of Business or the Client Care Letter, except to the extent expressly provided in the Terms of Business or the Client Care Letter

ENFORCEMENT

In the event that any of these terms and conditions is held to be invalid, the remainder of the terms and conditions will remain in full force and effect.

GOVERNING LAW

These terms and conditions shall be governed by, and construed in accordance with, the law of England and Wales.

The Courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

FUTURE INSTRUCTIONS

Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to us. Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it will be helpful if you will please sign and return one copy of them for us to retain on our file.

As this is an important document, please keep your copy in a safe place for future reference.

I have read, understood and accept the terms and conditions of business set out above.

Signed.....

Date.....

PRIVACY NOTICE

We may wish to contact you in the future about our other services. Please indicate if you are happy for us to do so?

Yes, I am happy for you to contact me about other services

No, I do not want you to contact me about other services

Please tick as appropriate.

If you change your mind at any point in the future then please do not hesitate to let us know.

We may need to share some or all of your information with our quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. Do you consent to us sharing that information?

Yes, I consent

No, I do not consent

Please tick as appropriate.

If you change your mind at any point in the future then please do not hesitate to let us know.