



TERMS OF BUSINESS

As with any other person or company you employ, it is important that you understand the way in which we will act for you. This document sets out our standard terms of business. Certain sections may not immediately be relevant, however, our aim is to build a long-term relationship with our clients and we take the view that it is important to provide you at the beginning with a description of the terms on which we provide all our services. Please read it carefully, and if you have any queries, raise them with us as soon as possible. All instructions we accept incorporate these terms and conditions

1. Definitions

1.1 In these Terms:

Engagement Letter: the engagement letter sent by us to you (including any supporting documents) detailing the work we will carry out for you, the proposed timetable, the fee earners responsible, our fees and the limitation on our liability.

Service Levels: the service levels (if any) set out in the Engagement Letter or these Terms.

SRA: means the Solicitors Regulation Authority.

Work: the work to be undertaken by us as set out in the Engagement Letter.

Us, our, we, firm: Means Gwyn James, a partnership registered with the SRA under registration number 69216. Our head office is at 11 High Street, Coleford, Gloucestershire GL16 8HE. We trade under the name Gwyn James, Gwyn James Solicitors and Agincourt Legal.

Terms of Business: Means these Standard Terms and Conditions of Business

1.2 Words defined in the Engagement Letter will have the same meaning as set out in these Terms.

1.3 In the event of any conflict between these terms and the Engagement Letter, then the Engagement Letter shall prevail.

2. Regulatory Information

Gwyn James is a partnership authorised and regulated by the SRA under registration number

69216. All partners are solicitors in England and Wales.

The Solicitors' Code of Conduct applies to us, as do other professional rules. For more information and a copy of the Code and other rules (in English) visit the SRA's website at <http://www.sra.org.uk/> or contact them on 0870 606 2555 or at Solicitors Regulation Authority, Ipsley Court, Berrington Close, Redditch, B98 0TD.

We hold Professional Indemnity Insurance with QBE Insurance (Europe) Limited under policy number PISRQMC018359. All correspondence should be addressed to AON Risk Solutions, 158 Edmund, Street Birmingham B3 2HB quoting reference P92426. The territorial coverage of the insurance is worldwide.

Our VAT number is 274 6441 45

3. Our Aim and Service Levels

Our aim is to provide you with the highest quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

3.1 We will carry out the work in a prompt, efficient and professional manner and in accordance with the following service levels.

3.2 We will keep you updated with the progress of your matter as described in the Engagement Letter.

3.3 We will communicate with you in plain language and by such method as you may

request. Unless you withdraw consent, we will communicate with others by such method but we cannot be responsible for the security of the communication.

3.4 We will explain to you the work required as your matter progresses.

3.5 We will keep you updated on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

3.6 We will continue to review whether there are alternative methods by which your matter can be funded.

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

3.8 We will inform you if any unforeseen additional work becomes necessary (for example, your requirements or the circumstances significantly change). We will also inform you of estimated costs in writing before any significant extra charges and expenses are incurred.

3.9 We will advise you of any changes in the law applicable to and during the Work.

4. Our Hours of Business

The normal hours of opening at our offices are between 9.00am and 5.00pm on weekdays. Messages can be left on the voicemail service if the offices are closed during these times and/or if you need to contact us outside those hours. Appointments can be arranged at other times and locations when this is essential.

5. People Responsible for your Work

The person primarily responsible for dealing with the Work and the supervising Partner with ultimate responsibility will be notified to you in the Engagement Letter. In some cases there will be a specific team of people dedicated to looking after the Work.

We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

6. Your Obligations and Acknowledgement

6.1 You will

- give us clear instructions;
- deal with all queries in a prompt and courteous manner;
- notify us of any restrictions or issues which you are aware of which may impact on our ability to carry out the work;
- promptly let us have all applicable correspondence, documents and deeds;
- notify us immediately if you become aware of any conflict of interest or other reason which you believe will restrict or prevent us from acting for you;
- notify us immediately of any change in your details including your name, address or other information about you. We shall be entitled to charge you for costs of any third party used to trace you due to your failure to comply with this requirement;

6.2 If you are a company, we shall be entitled to assume that these Terms have been brought to the attention of and have been accepted by all directors and authorised officers of the company.

6.3 You acknowledge that:

- We shall not be responsible for failure to advise or comment on any matter which falls outside the scope of the work as described in the Engagement Letter.
- Our legal services and advice provided pursuant to these Terms of Business are for your benefit only and cannot be used or relied upon for any other purpose or by any other person other than you without our prior written agreement.
- Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.
- We shall not be deemed to have knowledge of information from previous engagements for the purposes of the provision of the Work referred to in the Engagement Letter. If you intend us to use any information already made available to another Team in the firm as part of another engagement, you should inform us of this in writing and provide such information to us promptly.

7. Exclusions and Limitations of Liability

7.1 Unless specifically stated in the Engagement Letter or otherwise agreed between us in writing, we are not responsible for reminding you of key dates or other time sensitive actions.

7.2 We are not advising on trading, marketability, commercial viability, valuation, investment or tax issues nor on any law other than the law applicable in England and Wales nor on any aspect other than as set out in the Engagement Letter. In relation to the Work excluded you will be relying upon the advice of your accountants and other advisers as you deem appropriate.

7.3 We shall not be liable in any way for failure or delay in completing the Work if this is due to activities beyond our reasonable control.

7.4 Our liability to you for breach of your instructions shall be limited to £3m unless we expressly state another amount in the Engagement Letter. 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. 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.

7.5 We accept no liability or responsibility for the acts or omissions of any experts, consultants or other third parties instructed by you or on your behalf. You acknowledge that you shall be solely responsible for the Work and fees of any expert, consultant or third party engaged by you or on your behalf in the matter regardless of whether or not it was an introduction by the firm.

7.6 All correspondence and other communications sent to you in the performance of our services, whether signed by a partner, member, employee or consultant, shall for all purposes be assumed to have been sent by and on behalf of the firm. You agree that any liability arising out of or related to these terms of business, or otherwise arising out of, or related to, the services provided by the firm to you shall be the liability of the firm and not of a partner, member, employee or consultant of the firm. You also agree that you will not bring any claim arising out of your retainer against any individual partner, member, employee or consultant of the firm.

7.7 The provisions in this clause are considered by the firm to be reasonable. However, should a court consider for whatever reason that any of the provisions are not binding, the other provisions in this clause will still apply.

8. Conflicts of Interest

8.1 In the event that a conflict of interest arises after receiving your instructions we will inform you as soon as possible.

8.2 You accept that if a conflict of interest does arise we may have to cease acting for you or we may require you or any other party involved in the matter (for example your spouse, partner or other person closely associated with you or a director or shareholder in a company) to take independent advice.

9. Limited Companies and Limited Liability Partnerships

9.1 When we accept instructions from a limited company or limited liability partnership, we may require the directors or members and/or controlling shareholders personally to guarantee our charges and expenses. If such a request is refused, we will be entitled to stop acting and will require immediate payment of our charges and expenses.

9.2 By agreeing to these Terms of Business you acknowledge and accept that you have notified all relevant directors or members and/or shareholders of the personal guarantee and that they have accepted and agreed to the same.

10. Our Fees and Payments to others

10.1 Unless a fixed fee has been agreed, our fees will be calculated mainly on the basis of time incurred by legal and other staff. Time spent can include advising, meeting with you and others, document preparation, correspondence (including emails) research, telephone calls, travelling, costing work and quality compliance. We may arrange for some aspects of this work to be carried out by persons not directly employed by us.

10.2 Our current charge out rates vary according to the seniority of the lawyer and expertise and your instructions will indicate the level appropriate to providing an efficient and economic service. A copy of the current rates is available from our Head Office on request. They are reviewed periodically to reflect increases in overhead costs and inflation. If there is any increase, we will notify you in advance.

10.3 If the matter is particularly complex, urgent or requiring specialist expertise an additional charge may be made to that calculated

on the basis of time spent. This value element may be reflected as a percentage or a fixed sum and reflects the importance of the transaction and the consequent responsibility falling on the firm. Where a value element is added, this will be explained to you in the Engagement Letter.

10.4 We may have to pay out various expenses on your behalf which we consider necessary in dealing with your matter, for example, searches, court fees, commissioners fees and the fees to barristers and other experts. You accept that we have no obligation to make such payments unless you have provided us with funds for that purpose. We may ask you to provide us with funds on account before any work is undertaken. However, if we do not and payment is made you will be required to reimburse us when requested.

10.5 We reserve the right to charge expenses for travel, accommodation and meals while travelling away from the office, and for photocopying, postage, fax and telephone charges incurred on your behalf.

10.6 In the Engagement Letter you will be given an estimate of the charges based on the information available at that time. However, in some matters it is not possible to state at the outset how much time will be spent and therefore exactly what the charges will be. The person responsible for the day to day management of your matter will be able to give you an approximate indication of the amount of charges incurred at any given time and discuss any other factors which may affect the final fees.

10.7 In certain circumstances we can adopt a flexible approach to charging and consider alternatives to an hourly rate, for example, fixed fees, mixed rates and percentage fees based on specific criteria.

10.8 If at any stage you are concerned about costs, please consult us. An upper limit can be set, at your request or ours, on the amount of fees which may be incurred without further reference to you.

10.9 If work which we have undertaken for you does not proceed to a conclusion or you terminate your instructions, we will charge only for work done up to the point where the matter proves abortive or the instructions terminated, and for any disbursements paid on your behalf.

10.10 All fees and expenses are subject to any applicable VAT.

10.11 We are entitled to settle your invoice from monies held by us on your behalf and/or to retain your files, documents and securities until all our invoices have been settled in full (this is known as a "lien")

11. Litigation Costs

11.1 In litigation matters you will be advised in advance as to the prospects of success of your action and whether you are likely to achieve a Court Order for the other party to contribute towards your legal costs.

11.2 You acknowledge that this firm is employed by you and that you are personally responsible for the payment of our fees and disbursements, regardless of an order for costs made against opponents. In addition, if your case is unsuccessful, you will probably have to pay your opponent's costs as well as your own. If you are successful in your case and the other party is ordered to pay your costs, there are circumstances in which you will still have to pay some or all of our fees, for example:

- Where the other party does not pay promptly, or at all;
- Where the court orders the other party to pay you less than our full fees, leaving a balance which you will need to pay to settle our account
- Where the other person's contribution cannot be recovered, for instance where they are incapable of paying or are Publically Funded (Legally Aided).

11.3 If you have legal expenses insurance, you should also be aware that insurers rarely pay costs and disbursements before completion of the case, and you will remain liable to pay our costs and disbursements when rendered during and at the end of the case even if you have not yet been indemnified by your insurers.

11.4 In cases before tribunals, costs ordered are very rarely made against unsuccessful parties and you should not expect to recover any of our fees and disbursements even if you are successful.

11.5 If you are in receipt of, or applying for, Legal Aid in connection with your case you will find additional information on the scheme set out in the supporting documents accompanying these Terms of Business.

12. Payment Arrangements

12.1 We reserve the right to invoice you as and when we feel it applicable at any stage when dealing with the work. In particular, we may have to pay out various other expenses on your behalf, as explained in clause 10.4 above and in certain circumstances we may require payment immediately where any disbursements have been incurred. Subject to that, our invoicing arrangements are as set out below:

- Property transactions. We will normally send you our invoice following the exchange of contracts and payment is required on a purchase prior to completion; and at completion on a sale. If sufficient funds are available on completion, and we have sent you an invoice, we will deduct our charges and expenses from the funds.
- Administration of estates. We will normally submit an interim invoice 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 invoices or request for payment not being met, we reserve the right to stop acting for you further.

12.2 We may send our invoice to you electronically (e.g. by e-mail) and your continued instructions confirms that you are happy for this. If you do not wish us to send us your bill electronically, please let us know as soon as possible.

12.3 We will usually confirm to you in correspondence the appropriate method by which you can pay money to us depending upon the type of work we are doing for you. The usual methods that we will accept are:-

- Personal cheque paid into our account at least 6 clear working days prior to use.
- Cheque drawn on a building society account or a banker's draft (i.e. a cheque or draft signed by the bank or building society) paid

into our account at least 6 working days prior to use.

- By credit or debit card. We reserve the right to charge an administration fee for payment made by credit or debit card. The administration fee will be explained at the time of payment.
- By direct transfer into our Bank. Our Bank details will only be provided to you to enable you to pay money into our account by direct transfer and you will not be authorised to use our account details for any other purpose
- Cash up to a maximum of £1,000, subject to our anti-money laundering policy (see 14 below)

12.4 Some types of work, for example property purchases and settlement of large claims, may involve us in making substantial payments to third parties from the money which we hold in our client account. Where money is to be paid to a third party, six working days must be allowed for clearance of any cheques deposited with us by you or anyone on your behalf for the purpose of making such payments. In many cases, it will be both cheaper and more convenient for you to arrange for the funds to be sent to us by Telegraphic Transfer or other form of direct bank transfer and we will advise you when this will be appropriate. You acknowledge that it will be your duty to ensure that we have cleared funds irrespective of the transaction's time-scale.

12.5 In some circumstances, you may ask us to accept payments on your behalf from a third party, for example, on the purchase of a property; a relative may be providing some or all of the deposit money. In these cases, it may be necessary for us to obtain satisfactory proof of identity from that third party and make enquiries as to the source of the funds. It is your duty to ensure that we are advised at an early stage if money from a third party is to be used in any transaction so as not to delay progress of the matter.

12.6 We will usually confirm to you in correspondence the method by which money due to you can be paid to you. The usual methods are:-

- Direct into your Bank account via Telegraphic Transfer. (This method means guaranteed same day receipt of money into the nominated account provided completion is before 3.30pm). The cost of arranging this will be deducted from the monies due to you.
- Direct into your Bank account via Fast Pay. (This method usually means cleared funds in

your account within 2 – 24 hours but is subject to bank payment limits).

- By cheque made payable to you.
- Payments will not be made in cash and in all cases payment will be made by cheque in your favour, or into an account in your name. if you want us to pay money out into the name of someone other than yourself, please tell us at an early stage in the matter, including the reason for such payment.

12.7 Invoices are payable immediately or as set out in the Engagement Letter and we may charge you interest at 8% where payment remains outstanding for more than 30 days.

12.8 If we are conducting litigation for you, we have additional 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.

12.9 You are under an obligation to advise us of any change of your name or address. Your failure to do so will result in an agent being instructed to trace your location. You will be liable for all of our costs, expenses and fees incurred as a result of such action.

13. Money held by us and interest payments

13.1 Our Policy regarding interest on money held by us can be obtained from our Head Office on request

13.2 Where you obtain borrowing from a lender, for example in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of 5 working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available and cleared in time for completion. You will 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.

13.3 We will not be liable under any circumstances for losses, including bank deposits, incurred as a result of the failure of the Bank or banking systems or procedures.

13.4 In relation to interest on litigation costs and disbursements, we reserve the right to retain any interest received where costs have been

incurred by us and payments on account and/or invoices have not been paid.

14. Financial Services and Insurance Mediation Activity

14.1 We are not authorised by the Financial Conduct Authority (“FCA”). However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints and redress if something goes wrong, is regulated by SRA. The register can be accessed via the FCA website at www.fca.org searching under “Exempt Professional Firms”.

14.2 Sometimes the work we do for you involves investments and insurance. We are not authorised by the FCA and so may refer you to someone who is authorised to provide any appropriate advice. We can, however, provide certain limited financial advice provided it is closely linked with the legal service we are providing you, for example, defective title insurance in a conveyancing matter. We arrange insurance through a limited number of companies and not tied to any one of them. We are not contractually obliged to conduct business in this way and we receive no commission for doing so.

14.3 The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Marketing Act 2000. The SRA is the independent regulatory body. If you are unhappy with any insurance or investment advice you receive from us, and if we have been unable to resolve the problem between ourselves, you should raise your concerns with either of those bodies.

15. Identity, Disclosure and Confidentiality Requirements

15.1 The law requires solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people related to them. This requirement is in place because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

15.2 You must not send us any funds until the identification procedures set out below have been carried out.

15.3 To comply with the law, we need to obtain evidence of your identity and residence as soon as possible. This may be necessary even if we have acted for you before or if you are known personally to any of the partners, members, employees or consultants of the firm. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. The Engagement Letter will state what evidence of identity we require. This will usually entail obtaining certified copies of standard identification documents such as your passport or driving licence, plus one or more documents to establish your address, such as a recent utility bill, council tax demand or bank statement. Do not send original documents in the post. We may also arrange to carry out an electronic verification of your identity if we consider it necessary (for example, where we do not meet you in person). The electronic search involves a search of various national databases. The search may leave a "soft" footprint showing that the search has been made but will not have any detrimental effect on your record (e.g. credit rating). Your agreement to our Terms of Business indicates your consent to such searches.

15.4 We are under a professional and legal obligation to keep your affairs confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed Solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a Solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the Solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

15.5 We normally only accept cash up to a limit of £1,000 to be paid into a client account in any 28 day period. 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

15.6 At the start of any matter we may ask you to confirm to us the source of any funds you will be using to fund the matter and may need to make additional enquiries about this and the identity of any third party who may be providing or contributing funds.

15.7 Sometimes we ask other companies or people to do work on our files to ensure this is done promptly. For example, typing or photocopying. This is known as outsourcing. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

15.8 In order to comply with Court and Tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have 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.

15.9 External firms or organisations, for example The Law Society, Legal Services Commission and SRA, may conduct audit or quality checks on our firm. These external firms or organisations are required to maintain confidentiality in relation to your file and other documents held with this firm.

15.10 Where we act for both a mortgage lender and client (e.g. a purchaser) we will have a duty to fully reveal to the lender all relevant facts about the matter. This includes any differences between the mortgage application and information we received during the transaction and any cash back payments or discount schemes that may be involved.

16. Storage of files and documents

16.1 We provide a safe custody service in our strong rooms to clients in respect of wills, deeds, powers of attorney and other documents and no charge will be made to you for this service unless prior notice in writing is given to you of a charge to be made from a future date to be specified in that notice. We are not able to hold bearer securities, jewellery, coins, stamps or other valuables.

16.2 Following completion of your matter, we will retain your file of papers for such a period as we shall deem appropriate with regard to the guidelines laid down by the SRA. After that time, storage is on the understanding that we have the right to destroy the file after such period as we consider reasonable. This relates to your file

only and not documents held under our safe custody service in our strong rooms.

16.3 Where documents are retrieved from storage by us in connection with your continuing or new instructions, normally no charge will be made for such retrieval. However, we reserve the right to make an administration charge based on the time spent (minimum of £40 plus VAT) in retrieval and any perusal of documents, copying or other work necessary to comply with the instructions given by you or on your behalf.

16.4 We reserve the right to hold all correspondence (other than deeds, Wills, powers of attorney and signed agreements) in electronic format only. We may destroy paper copies of such correspondence.

17. Data Protection

17.1 The Data Protection Act 1998 requires us to advise you that your particulars are held on our database. We will use the information you provide primarily for the provision of legal services to you and related purposes including client record analysis to help us manage our firm, storage and record systems and regulatory compliance issues.

17.2 Our work for you may require us to give information to third parties such as expert witnesses and other professional advisors. You have a right of access under data protection legislation to the personal data that we hold about you.

17.3 We may, from time to time, use the details we hold to send you information which we think might be of interest to you. If you do not wish to receive that information please notify our head office in writing.

18. Electronic Communications

18.1 Our aim is to offer you an efficient service at all times. And we will aim to communicate with you by such method as you may request. Unless you ask otherwise, we may communicate with you by means of email or other electronic media.

18.2 We will take reasonable steps to safeguard the security and confidentiality of the information transmitted, however you acknowledge that we cannot guarantee its security and confidentiality. We accept no liability for any loss or damage caused by any viruses, worms, trojan horses, or other unauthorised code

contained in e-mails and/or attachments emanating from or relayed by us.

19. Equality and Diversity

Gwyn James is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. A copy of our Equality and Diversity Policy is available from our Head Office on request

20. Concerns Relating to our Service

20.1 We are committed to high quality legal advice and client care. When something goes wrong we need you to tell us about it as this will help us to improve our standards. If you have a concern about the way in which your matter is being handled and/or about the fairness and reasonableness of your charges we need to know as soon as possible. You should firstly bring your concerns to the person responsible for your work. If you still have queries or concerns, please contact the Partner responsible for client care, Jonathan Wilkey on 01594 833042 or via email at jon.wilkey@gwynjames.co.uk or by post to Gwyn James Solicitors, 11 High Street, Coleford, Gloucestershire GL16 8HE. We have a procedure in place which details how we handle complaints which is available from any of our offices.

20.2 We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

20.3 If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at:
PO Box 6806, Wolverhampton WV1 9WJ or enquiries@legalombudsman.org.uk or 0300 555 0333 to consider the matter. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining of or if outside this period, within three years of when you should reasonably have been aware of it.

20.4 If you are unhappy about the fairness and reasonableness of our charges, this will also be dealt with under our complaints procedure. However, if we are unable to resolve a concern regarding our charges in addition to the right to ask the Legal Ombudsman to consider the matter you have the right to apply for

assessment of the bill under Part III of the Solicitors Act 1974. An application for an assessment must usually be made within one month from the date of delivery of the bill although the Court may give permission for an assessment application to be made outside of that timescale in certain circumstances.

21. Termination of Instructions

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

21.2 If we do not meet with you, or attend on you at a place other than one of our offices, for example, in your home, place of work, hospital or care home, or is undertaken on-line, then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to the work. This means you have the right to cancel your instructions to us within 14 working days of receiving the Engagement Letter and Terms of Business. You can cancel your instructions in writing sent to the office and person dealing with your work. However, if we start work with your written consent within that period, you lose that right to cancel your instructions. You must pay for the services we have undertaken and the fee will be based on the work we have done up to the date we are notified of your decision to cancel the contract and will be proportionate to the work we have done in comparison with the full contracted service. If we complete the work before the end of the

cancellation period, you lose the right to cancel the contract.

21.3 We may decide to stop acting for you for good reason, for example if you do not pay an interim invoice, comply with the request for a payment on account, provide instructions, or if there is a conflict of interest. We will give you reasonable notice in writing that we intend to stop acting for you

21.4 We may also stop acting for you if you fail to comply with the anti-money laundering provisions in clause 15 above.

21.5 If you or we decide that we should stop acting for you, you will pay our charges up until that point.

22. Future Instructions

Unless otherwise agreed, these Terms of Business shall apply to all future instructions given by you to the firm.

23. Terms and Conditions of Business

Although your continuing instructions in this matter, oral or in writing, will amount to an acceptance of these Terms of Business, it may not be possible for us to start work on your behalf until the duplicate copy of the Engagement Letter or Acknowledgment Checklist accompanying these Terms of Business has been received by us to keep on our file. To avoid unnecessary delay, we would ask that you attend to this matter immediately.

Coleford

Monmouth

Ross on Wye

Cinderford

GWYN JAMES