

TERMS OF BUSINESS

The purpose of this document is to confirm the arrangements between us. Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you sign, date and return one copy of your Client Care Letter for our file.

Table of contents

1. Place and Hours of Business
2. Responsibilities
3. Service levels and frequency of communication
4. Limit of liability
5. Banking
6. Regulated services
7. Professional indemnity insurance
8. Storage and retrieval of files
9. Outsourcing
10. External auditing
11. Terminating your instructions
12. Data protection
13. Artificial Intelligence (Ai) in Legal Services
14. Prevention of money laundering and terrorist financing
15. Confidentiality
16. Receiving and paying funds
17. Complaints
18. Our bill
19. Limited Companies
20. Investment and Tax advice services
21. Consumer Credit Services
22. Insurance distribution activity
23. Equality and diversity
24. Applicable law
25. Future instructions

1. Place and Hours of Business

Our Head Office is situated at 87-89 Mutley Plain, Mutley Plymouth, Devon, PL4 6JJ.

We are normally open between 9.00 am and 5.00 pm from Monday to Friday. We are closed on all bank holidays.

We ask Clients to make appointments by prior arrangement wherever possible. If you arrive at our offices without an appointment, we cannot guarantee that the person dealing with your matter will be able to see you.

In certain circumstances we may be prepared to arrange an appointment outside of normal office hours or in one of our other offices at Torpoint, Tavistock, Plymstock or Exeter if essential to the interests of a client and/or their case. Any requests for appointments outside of normal office hours will be assessed on a case by case basis and may involve a premium charge which will be notified to you in advance.

2. Responsibilities

We will:

- treat you fairly and with respect;
- communicate with you in plain language;
- review your matter regularly;
- advise you of any changes in the law that affect your matter; and
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

You will:

- provide us with clear, timely and accurate instructions
- provide all documentation and information that we reasonably request in a timely manner, and
- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party

3. Service levels and frequency of communication

We will update you by telephone or in writing with progress on your matter regularly and at least once a month. We will explain to you by telephone or in writing the legal work required as your matter progresses.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

Unless fixed fee, we will update you on the cost of your matter every three months. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

Please note that our telephone calls are now automatically recorded for quality of service, training and monitoring purposes.

4. Limit of liability

Our maximum aggregate liability to you in this matter will be £3 million including interest and costs unless we expressly state a different figure in our letter confirming your instructions. If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

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 profit or opportunity.

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

5. Banking

We hold all client money in HSBC Bank PLC which is regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be

unable, to pay claims against it. The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £85,000 in total.

The FSCS also provides up to £1m of short-term protection for certain high balances, eg relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

6. Regulated services

Curtis Law LLP is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN (the SRA).

This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website (www.sra.org.uk) or by calling 0370 606 2555.

7. Professional indemnity insurance

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request.

To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. You agree to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

8. Storage and retrieval of files

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. Thereafter, we will keep your file for up to six years, except those papers you ask to be returned to you. Where possible we will store your file electronically, apart from original documents which we will return to you on request or store in safe custody. We will not charge for this storage.

We store files on the understanding that we can destroy them six years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.

If we retrieve your file from storage for another reason, we may charge you for:

- time spent retrieving the paper and electronic file and producing it to you
- reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file
- providing additional copies of any documents

For information on how long we will hold your personal data, see the attached Privacy policy.

9. Outsourcing

Sometimes we ask other companies or people to photocopy on our files to ensure this is done promptly and in the most cost-effective manner. We will always seek a confidentiality agreement with these outsourced providers. For information on outsourcing in relation to your personal data, see the attached Privacy policy.

10. External auditing

External firms or organisations may conduct audit or quality checks on our practice from time to time. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.

11. Terminating your instructions

You may end your instructions at any time by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding.

We can only decide to stop acting for you with good reason and we must give you reasonable notice.

If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point. These are calculated on the basis set out in our letter confirming your instructions.

12. Data protection

We use your personal data primarily to provide legal services to you, but also for related purposes as described in the attached Privacy policy.

Our use of your personal data is subject to your instructions, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

We take your privacy very seriously. Please read the attached Privacy policy carefully as it contains important information.

13. Artificial Intelligence (Ai) in Legal Services

▪ Use of AI Tools

The Firm may use Artificial Intelligence (“AI”) technologies to assist in the provision of legal services, including research, drafting, analysis, or administrative tasks. AI outputs are solely for support purposes and do not replace the professional judgment of the Firm’s solicitors or personnel.

▪ Client Consent to Use of Information

By engaging the Firm, the client consents to the Firm providing relevant information, including confidential client data, to AI systems where necessary to produce tailored outputs in the course of delivering legal services. The Firm will take all reasonable steps to ensure that such information is handled securely and in compliance with applicable data protection laws, including the Data Protection Act 2018 and UK GDPR.

▪ Professional Responsibility

All advice, recommendations, or documents provided to clients are reviewed and approved by qualified legal personnel. Clients acknowledge that the Firm exercises

independent professional judgment and that AI is used only as an ancillary tool.

- **Intellectual Property**

All AI-generated content, materials, or outputs produced in the course of providing legal services remain the exclusive property of the Firm. Clients shall not reproduce, disseminate, or rely upon AI-generated outputs except as authorised by the Firm.

- **Confidentiality and Data Protection**

The Firm will not disclose client information to third-party AI systems beyond what is necessary to produce the tailored outputs, except as required to provide agreed services. Personnel must comply with all applicable data protection laws.

- **Limitation of Liability**

Clients acknowledge that:

- a) The Firm does not accept liability for any loss, damage, or consequence arising from the use of AI outputs in the absence of review and approval by qualified personnel.
- b) Any reliance on AI-generated content without oversight by the Firm's legal personnel is at the client's own risk.
- c) The Firm shall not be liable for any indirect, incidental, or consequential loss arising from AI-assisted work.

- **Client Acknowledgment**

By engaging the Firm, clients expressly consent to the use of AI in accordance with this clause, including the provision of relevant information to AI systems, and acknowledge that all final legal advice, decisions, and documents are issued by the Firm's qualified personnel.

14. Prevention of money laundering and terrorist financing

We are required by law to confirm satisfactory evidence of the identity of our clients and, sometimes, people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

To comply with the law, we need evidence of your identity as soon as possible. This is explained in our letter confirming your instructions. Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:

- with your consent, or
- as permitted by or under another enactment

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure 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.

Subject to section 'Limit of liability' above, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

15. Confidentiality

The information and documentation you provide us is confidential and subject to legal professional privilege unless:

- stated otherwise in this document, our letter confirming your instructions or the attached Privacy policy, e.g. in relation to prevention of money laundering and terrorist financing, or
- we advise you otherwise during the course of your matter

We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

16. Receiving and paying funds

Our policy is to only accept cash up to £500. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

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. The following charges will apply to payments being made to you:

- Cheques: No Charge and will be sent within two working days of clearance of funds
- Direct Banking Transfer (BACS): £20.00 + VAT (£4.00) and will clear within three – five working days
- Telegraphic Transfer (TT): £45.00 + VAT (£9.00) and is a same day transfer if requested before 3.00pm

Please be aware that we do not notify changes to important business information, such as bank account details, by email. You should not rely on any bank details sent to you by email, even if they appear to come from this firm. It is your responsibility to ensure that the bank details you use for any payments are correct and we will not be responsible for any misunderstandings, delays, or fraud arising out of funds being sent by any party to an incorrect account.

All payments should be made to the following account details:

Name: Curtis Law LLP Client Account
Bank: HSBC Bank Plc, 4 Old Town Street, Plymouth, PL1 1DD
Sort Code: 40 - 36 - 23
Account No: 13134997

Where we have held funds on your behalf that are to be repaid to you then interest may be payable. The level of interest you can expect to receive, referred to as payment in Lieu of interest earned will be based on the advertised interest rate(s) payable by our primary bank on the relevant amount, as if it has been held separately in a designated client account in your name. If the amount calculated is less than £50.00 then no interest will be paid as our administrative costs would exceed this amount. Interest rates can be found via the following link: <https://www.business.hsbc.uk/en-gb/products/client-deposit-account>

17. Complaints

We are committed to providing high-quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about the bill, please contact Lucy Atwill on 01752 204444 or complaints@cwcsolicitors.co.uk or by post to CWC Solicitors, 87-89 Mutley Plain, Plymouth, Devon, PL4 6JJ. We have a written procedure that sets out how we handle complaints. It is available upon request or can be viewed on our website www.cwcsolicitors.co.uk/complaints-procedure

We have eight weeks to consider your complaint. If we have not resolved it within this time, you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman's contact details are:

- PO Box 6167, Slough, SL1 0EH, telephone 0300 555 0333, enquiries@legalombudsman.org.uk, www.legalombudsman.org.uk

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. You should also be aware that as well as contacting the Ombudsman within six months of your final response from this firm that you should also make your complaint either within one year of the problem happening or within one year of you finding out about it.

The Legal Ombudsman are unable to provide legal advice or represent you in legal proceedings, recommend service providers or check whether a service provider is regulated, or investigate complaints where you are complaining about someone else's service provider. There may be other situations where they are not the right organisation to help.

18. Our bill

You are liable to pay legal costs as set out in our letter confirming your instructions. Bills are payable on presentation. We may charge interest on overdue bills at the rate payable on judgment debts (currently 8%).

Our charges are calculated by reference to the time we actually spend working on your Matter. This will include (but shall not be limited to):

- Attending meetings and negotiations and associated travel time
- Reading, drafting and working on papers
- Making and responding to telephone calls, emails, faxes and letters

Short outgoing letters and routine phone calls are charged at 1/10 of an hour. All other work is timed in six minute units and charged at the relevant hourly rate. We reserve the right to increase the hourly rates if the work done is particularly complex or urgent, or the nature of your instructions require us to work outside normal office hours. If this happens, we will notify you in advance and agree an appropriate rate.

We will review our hourly rates on a periodic basis. We will give you advance notice of any change to our hourly rates.

Administrative Charge – this is applicable to all matters opened on your behalf and is a fixed fee of £20.00 plus VAT (£24.00). This covers administration undertaken on your behalf including postage, packaging, scanning, photocopying, financial transactions (excluding bank transfer fees on CHAPS and BACS payments which incur a separate charge + VAT), telephone service charges, file opening and closing administration and other operational costs relating to your matter. These costs are not covered within 'our charges' as listed separately within your estimate/invoice.

You have the right to challenge or complain about our bill. Please see the 'Complaints' section above for details of how to complain about our bill.

You have the right to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before twelve months from delivery of the bill, the court's permission is required for the bill to be assessed.

Unless there are special circumstances, the court will not usually order a bill to be assessed after:

- 12 months from delivery of the bill
- a judgment has been obtained for the recovery of the costs covered by the bill
- the bill has been paid, even if this is within 12 months

We can keep all your papers and documents while there is still money owed to us for fees and expenses.

19. Limited Companies

When accepting instructions to act on behalf of a separate legal entity, partnership or limited company, it is a condition of our instructions to you must provide, upon request, a signed personal guarantee at the outset of the matter confirming personal liability for all the costs, disbursements and expenses that the firm incurs throughout the matter, should we be unable to retrieve such costs, disbursements and/or expenses from the Client company. 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 as set out in our client care letter.

We will also require a signed guarantee from all constituent members to allow an individual member to provide us with instructions on behalf of the company, partnership or separate legal entity.

20. Investment and Tax advice services

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

Any work which we do for you may have tax implications or necessitate the consideration of tax planning strategies. Please note that we do not under any circumstances offer taxation advice and do not hold ourselves out as doing so. It is always in your interests and we strongly advise you to speak to your tax advisor/accountant before instructing us and during a transaction so that you will have had the necessary advice before proceeding with a transaction.

All matters of personal or corporation tax should therefore be referred to your tax advisor/accountant and should you require us to pass on any information on a proposed transaction, we will happily do so upon written request.

21. Consumer credit services

We are not authorised by the Financial Conduct Authority in relation to consumer credit services. We may, however, provide certain limited consumer credit services where these are incidental to the professional services we provide. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any consumer credit services you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

22. Insurance distribution activity

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

23. Equality and diversity

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

24. Applicable law

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

25. Future instructions

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.