

Mayo Wynne Baxter LLP

Terms and Conditions of Business

General information

Mayo Wynne Baxter and LawEasier are business names of Mayo Wynne Baxter LLP (the “Firm”), a limited liability partnership registered in England and Wales with number OC325661. We are a law firm authorised and regulated to practise in England and Wales by the Solicitors Regulation Authority (“SRA”) with number 462206. A list of members of the Firm is available for inspection at its registered office: 3 Bell Lane, Lewes, East Sussex BN7 1JU. Any reference to a ‘partner’ in relation to the Firm means a member of Ampa Holdings LLP, or an employee or consultant of the Firm with equivalent standing and qualifications.

Mayo Wynne Baxter LLP is a subsidiary of Ampa Holdings LLP (registered number OC435936, registered office No 1 Colmore Square, Birmingham, United Kingdom, B4 6AA). Ampa Holdings LLP also owns other law firms and businesses providing related services. These businesses, including the Firm, are part of a group structure and in common ownership (the “Group”)

The work you are instructing us to complete will be delivered by the Firm.

These are our Terms of Business and we ask that you take time to read them. These Terms of Business, together with the Welcome and Engagement letters, constitute a contract between you and the Firm. In these Terms of Business a reference to “we”, “us”, “ourselves” or “our” means the Firm. Any reference to “you” or “your”, or any similar expression, means the individual, company or organisation for and on behalf of whom we are or will be acting.

1. Who does my work

- 1.1. Your agreement is with the Firm alone and no contractual relationship of any nature will arise with, nor will any services be provided by, any other subsidiary of Ampa Holdings LLP, or any individual member, employee and/or consultant of the Firm other than for and on behalf of the Firm.
- 1.2. The Engagement letter will tell you which of our people will be working for you and who will be your day-to-day contact. It may be necessary to involve additional or substitute individuals as circumstances require.
- 1.3. When we instruct other professionals on your behalf (such as counsel, overseas lawyers, accountants, surveyors, expert witnesses or costs draftsman) we will do so as your agent. We will not be responsible for any act or omission of any such professional. We may request any such professionals to send their accounts to you direct.

2. Law

- 2.1. This agreement is governed by the law of England and Wales and is solely between you and us. This agreement is subject to the exclusive jurisdiction of the English Courts. However, we may bring legal proceedings in any other jurisdiction, including the jurisdiction where you are domiciled or based, to recover fees or other sums payable to us.
- 2.2. Where there is more than one of you, your obligations will be joint and several.

3. Cyber Fraud

- 3.1. Please do not reply to or act upon any email you might receive purporting to advise you that our bank account details have changed. Please always speak to the lawyer acting for you to check any changes to payment arrangements. We will also require independent verification of changes to any bank account to which we are asked to send money.

4. Confidentiality, Data Protection and Anti Money Laundering

- 4.1. We are under a professional and legal obligation to keep your affairs confidential. However, legislation on money laundering and terrorist financing has placed solicitors and law firms under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where we know or suspect that a transaction on behalf of a client involves money laundering or other financially related activities we may be required to make a disclosure to the NCA. If this happens we may not be able to inform you that a disclosure has been made, or of the reasons for it, because we may be prohibited by law from doing so. In such circumstances we shall have no liability to you for any delay and you will

indemnify us against any resulting claims made by third parties. You agree to waive any legal professional privilege in respect of any disclosure we make to NCA. Where the law permits us to do so we will tell you about any money laundering problem and explain what action we need to take. We shall not be liable for any loss or damage incurred or suffered by you as a result of a disclosure to NCA made by us in good faith.

- 4.2. We may ask you for proof of identity and home address for anti-money laundering and anti-terrorist financing purposes. For this purpose, we may also be undertaking a search with a Credit Reference Agency. In order for us to use this service, we must inform you that the Credit Reference Agency may check the details you supply to us against any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained. This will not adversely affect your credit rating. You agree that we may share the results of these checks with our Bank if required to do so for the purposes of providing our services to you.

Please note that any such searches and copy documents will be securely maintained in our electronic case management system. The uses that will be made of the data will be to provide confirmation of the identity of the person(s) providing it only. The law requires us to maintain such data for the period of five years from the end of the matter we are handling for you or from the date at which you cease to be a client of the Firm. We will retain this data for our usual file retention period of at least six years from the date of the file being archived in accordance with our document retention policy (available on request). The data might be stored for longer than this if necessary, however, for example when litigation has arisen or may be pending, and the checks have or may become relevant in any such proceeding. By agreeing to these terms you agree to the above retention periods.

In all other respects the data and papers collected for these purposes will be retained in accordance with our file and document retention policy and storage procedures (see paragraph 18).

- 4.3. We have a Quality Management System that is accredited via Lexcel. For quality control purposes, and if required by our accreditation body, your files or papers may be selected for internal or external quality review. You must notify us in writing if you wish your files or papers to be excluded from quality checks of this kind.
- 4.4. In the event of your making any complaint or allegation of professional negligence against the firm we reserve the right to disclose your file of papers to our insurers or their appointed representatives. You hereby consent to this and waive any legal professional privilege in respect to any such disclosure we make.
- 4.5. We are registered under the Data Protection legislation with number Z8091867 and are a controller for the purposes of the Data Protection Act 2018 and you consent to the storage and use of your personal data by manual or electronic means for the purpose of providing our services to you. Please see our Privacy Policy, available on our website www.mayowynnebaxter.co.uk, for further details about how we process personal data.
- 4.6. Information about your affairs, which are not in the public domain, will be kept confidential in accordance with the Firm's legal and regulatory obligations unless you instruct us to disclose information or we are compelled to disclose it by law.
- 4.7. By agreeing to us acting for you, you are also agreeing that we may disclose your information to any member of the Group including for, but not limited to, facilitating your instruction of one of those entities for the provision of professional services to you, AND you are agreeing that the Firm and Group may:
- 4.7.1. disclose your information, as necessary, to our and or other Group entities, their auditors, brokers, insurers, providers of accreditations, bankers, suppliers, sub-contractors, advisors who are instructed by us or the Group regarding mergers, acquisitions or disposal of parts of our business, professional advisors within the U.K. or in other jurisdictions for the purpose of obtaining advice for you provided that on each occasion we impose, if necessary, a duty of confidentiality upon them;
 - 4.7.2. disclose your information to your other professional advisors unless you tell us not to;
 - 4.7.3. disclose any relevant information in order to respond to and/or defend against threatened or actual legal, civil or regulatory proceedings or to a complaint;
 - 4.7.4. store your electronic data in a confidential and protected cloud located within the EEA hosted

and administered by a third party or parties.

- 4.8. This clause 4 applies whilst we are acting for you and afterwards.
- 4.9. By agreeing to this clause 4 you are also agreeing to keep confidential information about the Firm and the Group which is not in the public domain save where disclosure:
 - 4.9.1. is compelled by law;
 - 4.9.2. is required for you to report a criminal offence or to co-operate with a criminal investigation or prosecution by a body authorised in law to investigate and prosecute criminal offences;
 - 4.9.3. is required for you to report misconduct or a serious breach of regulatory obligations to the appropriate regulatory/supervising body;
 - 4.9.4. to your insurers, bankers and other professional advisors is required, subject to you having obtained our prior written consent to the disclosure.
- 4.10. Where we are instructed jointly, each joint client is entitled in most circumstances to see information and documentation on our matter file arising from the joint instruction, and request a copy of that information.
- 4.11. If we are instructed on a purchase and we are also acting for your proposed lender, we have a duty to reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction, any cash back payments or discount schemes that a seller is giving to you, and other information which may be requested by the lender.
- 4.12. All information that we hold concerning you as an individual will be held and processed by the firm strictly in accordance with the provisions of the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. Such data will be used by us to provide you with legal services and for related purposes, and, if you agree, to inform you about the firm's other services and events.
- 4.13. Full details of our use of your data and your rights in relation to it are set out in our Privacy Policy, which can be accessed here <http://www.mayowynnebaxter.co.uk/privacy-policy>

5. Fees

- 5.1. Unless otherwise agreed, and confirmed in writing by us, our charges are calculated primarily by reference to the time spent on your matter by us. This may include (for example) meetings with you or others, making and receiving telephone calls, drafting and receiving correspondence (including e-mails), considering, preparing and working on documents and, where appropriate, travelling. All time is recorded.
- 5.2. The hourly rate(s) of the legal adviser(s) who will work on your matter or the basis on which you will be charged will be shown in the price proposal and/or engagement letter. Our hourly rates are subject to change both generally and in specific cases. In individual matters we may agree an increase in the hourly rate where there is particular urgency, complexity or responsibility. In all such cases we reserve the right to terminate our agreement with you if we cannot agree increased rates.
- 5.3. All quotes and estimates of fees exclude VAT and disbursements. We will charge VAT in accordance with the prevailing legislation. We are registered for the purposes of the Value Added Tax Act 1994 and our VAT registration number is GB 903 6812 35
- 5.4. Where we give an estimate, it is based on the assumption that the matter proceeds reasonably smoothly and without undue complications or delays. An estimate is not a quotation. If an estimate is going to be exceeded we will try and give you as much notice as possible but this does not affect our right to charge in full for all work actually undertaken. Requests to expedite matters may require further work to be undertaken and additional resources to be deployed. Estimates and quotes in respect of fees are usually prepared on the basis of certain assumptions which will be clearly set out. Where those assumptions prove to be inaccurate or there is a change of circumstances we will not be bound by the figure we have given and will provide you with a revised estimate or quote on the basis of the new circumstances.
- 5.5. In property and estate administration matters, except where we agree otherwise, fees may be calculated by reference to both the time spent on the matter and a percentage of the value of the estate or property to reflect the additional risk associated with larger transactions. This rate will in practice vary according to the value of the property and the nature and complexity of the transaction.

- 5.6. Disbursements are sums we pay in their entirety to third parties on your behalf, such as Court fees, search fees, copy documents and the fees of barristers or experts. We may also levy a reasonable charge for services such as photocopying, faxing, document production, telephone conferences, international calls, electronic money transfers and verification of identity (see paragraph 4.2).
- 5.7. Where our invoice includes the fees of a barrister and these remain unpaid, the barrister may require us to assign to them the right to recover their fees. In these circumstances you may be pursued by the barrister direct for payment of these fees. If we have reason to believe that you are unable to pay a barrister's fees we shall inform the barrister in accordance with the terms we have agreed with the barrister. If you disagree with this please let us know immediately.
- 5.8. Fees are payable whether or not your matter is successfully concluded or completed. We only act on a contingency fee, conditional fee or "no win no fee" basis where we agree this in writing with you in advance. Details of such arrangements, where appropriate, will be set out in the engagement letter.
- 5.9. You may, on written notice to us, set an upper limit on the legal fees to be incurred on your matter without further reference to you. This will mean that when the limit has been reached we will not proceed with any further work on the matter without your prior consent to expending further costs or fees.

6. What if I do not think your charges are fair?

- 6.1. Our objective is to ensure that the legal fees which we charge are fair and reasonable. If you do not consider this to be the case then you should first of all discuss the matter with the partner responsible. If you are still unhappy then you may object to your bill by using the firm's complaints procedure (see paragraph 23).
 - 6.1.1. If you remain unhappy, you may raise a complaint to the Legal Ombudsman (see paragraph **Error! Reference source not found.**); and/or
 - 6.1.2. Apply to the Court for an Assessment of the bill as set out in sections 70, 71 and 72 of the Solicitors Act 1974. The Legal Ombudsman may not look at your complaint if you have made an application to the Court.

7. Payment

- 7.1. Subject to the following provisions of this paragraph our invoices are due and payable immediately on presentation. If all or part of our invoice remains unpaid we are entitled to charge interest on the outstanding amount at the rate payable on judgment debts in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009 and the Judgment Debts (Rates of Interest) Order 1993.
- 7.2. In property transactions we normally send an invoice in respect of our fees, charges and disbursements following exchange of contracts and payment in full in cleared funds is required in accordance with our normal invoice terms stated in paragraph 7.1.
- 7.3. You agree that we may submit invoices for the services we have provided to you on a monthly basis, or at other intervals that we expressly agree.
- 7.4. Where funds are payable to you upon completion of a matter we may deduct monies due to us, or becoming due, on this or any other matter we are handling on your behalf, unless otherwise agreed in advance. If you provide us with funds (such as purchase money) to be used in completing a matter those funds must be cleared through the banking system before we can use them. We will charge a fee for the services we provide for both special clearance of funds or for any electronic bank transfers made or received in connection with your matter and this will include any fees charged to us by our bankers.
- 7.5. Any monies due to you from us during the course of or at the conclusion of any matter will be paid by cheque (or the equivalent) or electronic transfer and will not be paid to a third party unless otherwise instructed by you. We do not make payments out of our client account in cash and we reserve the right to refuse to make any payment out of our client account to any bank account other than a bank account in your name.
- 7.6. We may require you to make a payment on account of fees, charges or disbursements in advance. We will hold any such funds in our client account until the fees or charges are invoiced or disbursements fall due. We have your authority to transfer funds from our client account to settle relevant invoices or disbursements. We also have your authority to transfer funds between differing matters we are handling on your behalf to clear outstanding invoices and disbursements.

- 7.7. Payments to us should, wherever possible, be made by direct transfer. We have the facility to accept payment by credit or debit card via the online payment system on the Firm's website.
- 7.8. We would not normally accept payments made to us by a third party on your behalf other than from an authorised financial institution. In the event that a payment is made to us by a third party on your behalf that has not been approved by us in advance following appropriate anti-money laundering checks then it may not be accepted and may cause delays to your matter. In such cases we will not be responsible for any loss or damage you may suffer as a result.
- 7.9. If any payment of an outstanding invoice or disbursement or payment on account of costs is not made in accordance with our agreed terms then we may suspend or cease work on your behalf both on the matter in question and on any other matter in respect of which we may be acting for you. In such cases we will not be responsible for any loss or damage you may suffer as a result.
- 7.10. Our invoices will be rendered in pounds sterling. Any disbursements in foreign currency will be converted to sterling at the exchange rate applicable at the invoice date as reasonably determined by us. If the exchange rate changes before you settle our invoice, then you will be credited with any exchange profits or charged with any exchange losses.
- 7.11. For reasons of money laundering monitoring and security we do not accept cash payments from clients in excess of £500. If you deposit cash direct with our bank then we reserve the right to charge for time and expense incurred in carrying any additional checks and enquiries we deem necessary regarding the source of the funds. We reserve the right, in our absolute discretion, to refuse to accept payments in cash from third parties (including your debtors) on your behalf for security reasons.
- 7.12. We may send you an invoice by electronic means, for example by email. By agreeing to instruct us, you agree that you will accept invoices in such format.

8. Client monies and interest

- 8.1. Any money which we hold on your behalf will be held in our client account. We will pay you a sum in lieu of interest on any of your money we hold in accordance with our interest policy <https://www.mayowynnebaxter.co.uk/about-us/interest-policy/>
- 8.2. In the unlikely event of the failure of a bank which holds client monies we will not be liable to you for any monies lost. When we hold money on your behalf in our client account, it could be held in more than one of the major banks as all money held on behalf of clients is aggregated, as permitted by the SRA Accounts Rules. In consequence, the FSCS Deposit Guarantee Scheme may not apply and this may therefore affect your right to potential compensation under that scheme in the unlikely event that one of the banks that we have used for client account deposits fails. If a FSCS Deposit Guarantee Scheme claim is made by you, we have your permission to disclose to the FSCS details of the money that we held.
- 8.3. On conclusion of your matter any residual credit balances of £1 and under will be donated to our nominated charity, as the cost of sending it to you would be more than the value of the funds held.

9. Audit enquiries

We may make a charge for responding to enquiries from you or your auditors.

10. Insurance Distribution and Financial Services

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 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.financial.conduct.authority.org.uk/firms/financial-services-register if, during this transaction, you need advice on investments we may refer you to someone who is authorised by the FCA. If we receive commission for financial services provided to you then, unless otherwise agreed between us, we will account to you for that part of the commission which exceeds the amount of our fees and disbursements.

11. Insider list

- 11.1. If you are an issuer to whom the Disclosure and Transparency Rules issued by the Financial Conduct Authority apply then, unless you notify us to the contrary, we will assume that any matter and any

information to which we have access during that matter or otherwise does not constitute inside information (as defined in those Rules) relating directly or indirectly to you.

- 11.2. If you are such an issuer and notify us in writing that a matter or any information to which we have access, during that matter or otherwise, constitutes inside information relating directly or indirectly to you, then we will take the necessary measures to maintain an Insider List and to ensure that those named in it acknowledge their legal and regulatory duties as a result of being insiders.

12. Communication by email

- 12.1. Unless you otherwise request we may, in the course of providing our services, communicate via e-mail with you and other persons. You accept the security and other risks involved in such communications (including, but not limited to, the risk that such communications can fall into the hands of third parties and/or can be delayed or subject to transmission error and/or the spread of viruses). We do not accept any liability for such risks and if you find the risks involved unacceptable then you should advise us, in writing before we provide any services, not to use email as a method of communication in connection with the services. You agree that you will indemnify us in relation to any losses we incur which arise out of any fraudulent use of your email account.

13. Anti-bribery

- 13.1. You shall and shall procure and ensure that all of your employees, servants, agents and sub contractors will:
- 13.1.1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (and any amendments thereto) (“Relevant Requirements”);
 - 13.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2, or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 13.1.3. (if you are a business) have and maintain in place your own policies and procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
 - 13.1.4. promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with your instructions to us.
- 13.2. Without prejudice to any other rights or remedies we may have we may cease acting for you on written notice if you breach this clause.

14. Insurance

- 14.1. We carry professional indemnity insurance for the services we provide. Our professional indemnity insurance is provided by Aviva, 18th floor St Helen’s, 1 Undershaft, London, EC3P 3DQ
- 14.2. Further details can be obtained from our Client Service Department, whose contact details are set out in paragraph 23.

15. Our liability

- 15.1. We have a duty to work for you with reasonable care and skill. Our role is to act as your legal adviser on English law. We do not advise on the commercial or financial viability of transactions. Unless specifically agreed otherwise in our engagement letter, we will not advise on tax related issues.
- 15.2. We provide our advice solely to you. We do not accept liability for any other person or organisation to whom our advice is not addressed except where we have agreed to accept such liability.
- 15.3. We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequences of, any event or change in the law, or its interpretation, which occurs after the date on which the relevant service is provided.
- 15.4. We shall not be liable for any consequential or indirect loss or damage or for any loss of profit, income, anticipated savings, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.
- 15.5. Our liability to you for any and all claims in contract, tort, negligence, for breach of statutory duty or

otherwise, for any loss or damage, costs, expenses or any contractual or statutory interest howsoever caused arising out of or in connection with the services we provide or otherwise shall be limited in total to the sum specified in the engagement letter or (if no sum is specified) £15 million.

- 15.6. If we become liable to you in relation to any services we provide and any other persons or organisations are also responsible for any loss, damage, cost or expense you suffer, we will only be liable for the just and equitable proportion of loss, damage, cost or expense incurred by you after taking into account the extent of responsibility of you and others including in appropriate circumstances your other advisers and/or any other third party responsible to you and/or liable in respect of such loss.
- 15.7. The following shall not be taken into account in assessing whether other parties may be liable to you or our contribution to your loss, damage, cost or expense:
- 15.7.1. if you have accepted any express exclusion or limitation of liability in respect of any other person;
- 15.7.2. your inability to recover from any other person whether because a claim has become time barred or for any other reason: and
- 15.7.3. your decision not to recover from any other person.
- 15.8. If you do not claim against third parties who are also responsible for any loss, damage, cost or expense you suffer, and only claim against us, our liability will be reduced by the amount you would have recovered from them had you claimed against them.
- 15.9. You agree not to bring any claim against any individual member, employee and/or consultant of the Firm in respect of loss and/or damage suffered by you arising out of and/or in connection with the services provided by us (including, but not limited to, negligence or non-performance of the services by us).
- 15.10. If we are acting for more than one person, the limit of liability referred to in paragraph 15.5 will be the limit on our liability for all claims by any and all of you in relation to the matter concerned unless we have stated otherwise in the engagement letter.
- 15.11. We will not be liable to the extent that our liability results from something you have done or failed to do (including but not limited to providing incorrect or insufficient information).
- 15.12. If, as a result of circumstances beyond our reasonable control, we are unable to meet any deadline to complete the services we have undertaken to perform for you by any estimated date of completion or at all:
- 15.12.1. any such failure on our part will not constitute a breach of the agreement between us;
- 15.12.2. we will not be otherwise liable to you for any such failure attributable to any such circumstances notified to you; and
- 15.12.3. any estimated date for completion of the services will be extended accordingly.
- 15.13. The provisions of this paragraph 15 are also drafted for the benefit of our partners, employees, consultants or agents, and you agree that they shall be entitled to rely on and enforce this paragraph as if they were a party to this agreement, pursuant to the Contract (Rights of Third Parties) Act 1999.
- 15.14. Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation or any other matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 15.15. The provisions of this paragraph 15 shall continue to apply even if our engagement is terminated for any reason.
- 16. Third parties**
- 16.1. For the avoidance of doubt any advice we give will be provided solely to you as our client. Our advice may not be used or relied upon for any other purpose or by any other person (including any other advisers instructed by you) without our express prior written agreement. Furthermore our advice may not be disclosed to any other person (except your other advisers for the purpose of the transaction or matter in question) without our express prior written agreement.
- 16.2. To the extent permitted by law we exclude any and all liability for any damages, claims, actions, proceedings, awards, compensation, costs, expenses and all other losses and/or liabilities to third parties in relation to the relevant matter.

- 16.3. You agree to indemnify us, and keep us indemnified, against any damages, claims, actions, proceedings, awards, compensation, costs, expenses and all other losses and/or liabilities which arise from a third party obtaining from you any aspect of the work carried out or advice provided by us unless we have expressly agreed in writing to accept liability to such third party in relation to that advice.
 - 16.4. All third party rights are excluded (other than as provided under paragraph 15.13 of the Terms of Business) and we both agree that no third party may enforce this contract unless we expressly agree it in writing.
 - 16.5. If we agree to accept liability to third parties, our fees may be adjusted to reflect this additional risk.
 - 16.6. In acting for a corporate entity we do not assume a separate legal responsibility for advising members and/or shareholders and/or directors and/or employees and/or officers of the corporate entity unless specifically requested by such persons to do so and then only with our prior written consent and with the consent of the corporate entity. Such advice will be given subject to there being no conflict of interest and the issue of a separate engagement letter.
- 17. The end of our agreement**
- 17.1. You may end your agreement with us at any time.
 - 17.2. We reserve the right to suspend work or terminate our agreement with you in the following circumstances:
 - 17.2.1. Where we are unable to obtain your instructions;
 - 17.2.2. Where for whatever reason the relationship between us has broken down or issues of conflict arise or our rules of professional conduct prevent us, or make it imprudent for us, to continue to act; or
 - 17.2.3. Where you have failed to pay our fees, charges, VAT or disbursements on time, or to provide a payment on account sought under paragraph 7.6.
 - 17.3. You will be responsible for payment of all fees, charges, VAT and disbursements for work undertaken or expenditure incurred up to the date of termination.
 - 17.4. We are entitled by law to retain any documents or other property belonging to you until such time as all legal fees, charges, VAT and disbursements that you owe to us have been paid.
 - 17.5. After we have completed your matter, or the agreement between us has terminated, we are not responsible for reminding you of any dates or deadlines that may arise in connection with it. You should diarise critical dates such as dates for service of notices, expiry of time limits, exercise of options, renewal of leases and rent reviews.
 - 17.6. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 for some consumer instructions, you may have the right to withdraw your instructions for us to act, within 14 days of instructing us without giving a reason. If you requested us to begin to act during the cancellation period, you are liable to pay us an amount in proportion to what has been performed until you have communicated to us your cancellation from the contract, in comparison with the full coverage of the contract. By providing any instructions to proceed with the matter within 14 days, you confirm you are requesting us to act during the cancellation period, unless you expressly inform us that you do not wish us to act during that period.

To exercise the right to cancel, you must inform us of your decision by a clear written statement.

18. Storage of wills, deeds and papers

- 18.1. We are prepared to store deeds and wills securely and we reserve the right to charge a fee. If we propose to do so we will notify you in advance.
- 18.2. We may levy a reasonable administration fee for retrieval of wills, deeds and papers. Where information and/or copying is required then our normal charges will apply and we will advise you of these at the time.
- 18.3. We will also be entitled to charge you for any expenses incurred and the time spent on any other incidental work.
- 18.4. You are responsible for ensuring that we have up to date contact details for you whilst we hold any of your documents to enable us to get in touch with you if necessary.

18.5. Your file will be held for a reasonable period of time after conclusion of the matter in accordance with our current policy, details of which are available upon request. After such period has elapsed the file will be destroyed in accordance with the procedure which is in place at the time when the file is destroyed. By agreeing to these terms, you consent to this destruction.

18.6. We may use external storage facilities for files and some documents of title.

19. Intellectual Property Rights

19.1. As between ourselves we are the owner or licensee of the copyright and intellectual property rights in any documents, clauses or other materials that we produce for you.

19.2. All materials may be used by you only for the purposes for which we were instructed to prepare the materials unless we agree otherwise.

20. Equality and diversity

20.1. We are committed to supporting the principles of diversity and equality of opportunity, and oppose all forms of unlawful or unfair discrimination. A copy of our policy is available upon request.

21. General

21.1. These Terms of Business plus our Welcome and Engagement letter form the whole of our agreement with you in relation to the matter concerned and replace any previous agreement or arrangement in relation to that matter. You warrant that you have not relied on any representation made by or on behalf of us except for any representation which is expressly set out in our engagement letter.

21.2. The terms of our agreement with you cannot be changed except by a written agreement signed by a partner of the Firm and by you.

21.3. We may assign all or any of our rights under our agreement with you and if we do so we shall notify you in writing. Our arrangements for providing the services may include the use of sub-contractors. You may not assign or otherwise deal with your rights under this agreement.

21.4. All notices given under our agreement with you shall be in writing and sent (in the case of notices to you) to your last known address and (in the case of notices to us) to our registered office or (in either case) to such other address as the receiving party shall have notified to the other party for this purpose. Notices may be served by personal delivery, first class registered or recorded delivery post or by fax. Any notice given by post shall be deemed to be received by the party to whom it is given 48 hours after posting (excluding Saturdays, Sundays and UK bank and public holidays). Notices given by fax shall be deemed to have been given 1 hour after transmission (excluding hours between 5.30pm and 9am and Saturdays, Sundays and UK bank and public holidays).

22. Conflicts

22.1. We are not allowed by rules of professional conduct to act where there is any actual or significant risk of conflict between your interests and those of another client or between your interests and the interests of the Firm and/or Group. Should either of these situations arise we may decline to act for you (including in situations where we become aware of a conflict during the progress of a matter) in relation to the matter concerned.

23. What if I have a problem?

23.1. We always strive to provide a high quality service. If, however, you have any queries or concerns about our work, please raise them initially with the person who is actually looking after your case. If that does not resolve the problem, please contact the Client Service Department at 3 Bell Lane, Lewes, East Sussex, BN7 1JU. Telephone: 01273 407411. Email: clientservice@mayowynnebaxter.co.uk

23.2. Our full Complaints Procedure is available at www.mayowynnebaxter.co.uk/about/client-service/complaints-procedure. Complaints can include concerns regarding the firm's charges and/or any invoice which you have received.

23.3. There may also be a right to object to a bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. The Legal Ombudsman may not deal with a complaint about a bill if you have applied to Court for the assessment of that bill.

23.4. In the very unlikely event that you are still dissatisfied after investigation of your concerns by us, you can make a formal complaint to the Legal Ombudsman. Their address is PO Box 6806 Wolverhampton WV1

9WJ. Phone: 0300 555 0333, Website www.legalombudsman.org.uk. Complaints to the Legal Ombudsman should normally be made within six years of the event complained of, or within three years of your becoming aware of the problem, and in any event within six months of receipt of our substantive response to your complaint.

23.5. You will not be charged, either by this firm, or by the Legal Ombudsman, for investigation of a complaint.

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1 May 2022