

TERMS OF BUSINESS

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| <ol style="list-style-type: none"> 1. Definitions 2. The Contract Between Us 3. Cooling Off Rights 4. Work That Is Not Included 5. Instructions and Authority 6. Evidence of Identity and Our Right to Cancel 7. Confidentiality 8. Delegation of Work 9. Fees 10. Disbursements and Other Costs 11. Estimates and Quotes 12. Monies On Account 13. Client Money 14. Billing and Payment 15. Your Responsibilities 16. Service Standards | <ol style="list-style-type: none"> 17. Complaints 18. Limitation of Liability 19. Other Matters 20. Regulatory Matters 21. Conflicts 22. Termination 23. Papers and Deeds 24. Email and It Matters 25. Recommendations 26. Audits and Audit Enquiries 27. Third Party Rights 28. Data Protection 29. Conveyancing Matters 30. Referrals and Commissions 31. Equality and Diversity 32. General |
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1. DEFINITIONS

The following definitions apply in all cases:

- “Terms” shall mean these Terms of Business;
- “us” or “we” or “our” or “firm” shall mean the law firm of Burton & Dyson;
- “you” or “your” shall mean our client;
- “Contract” shall mean the agreement between us and you relating to the provision of our services;
- “covering letter” shall mean our letter referring these Terms to you and setting out any other special terms including the work you have asked us to do and the individuals who will handle it at our firm. Any conflict between the covering letter and these Terms shall be read in favour of the letter;
- “Disbursements”, shall mean any costs or payments that we incur on your behalf in connection with providing our services, e.g. Counsel, agents’ fees, couriers etc;
- “Estimate” shall mean a provisional estimate of our fees which is not intended to be legally binding;
- “Quotation” shall mean a firm indication of what our costs shall be for acting for you.
- “Commercial Debt” shall mean a debt arising between us and you, where you are a commercial entity e.g. sole traders, partnerships, limited companies etc.

2. THE CONTRACT BETWEEN US

The covering letter, these Terms, and any written amendments that we agree with you shall form the Contract. This Contract will be concluded:

- When you confirm that the provisions of the covering letter are agreed; or
- When you give us any specific instructions to act on your behalf, request advice from us, or after you have received the covering letter and you have raised no objections to their provisions.

3. COOLING OFF RIGHTS

Where we have not met with you in person, The Consumer Contracts (information, Cancellation and Additional Charges) Regulations and the Consumer Rights Act 2015 may apply to your matter, giving you the statutory rights to terminate the Contract within a cooling off period of seven working days beginning with the day after the Contract was concluded. The Regulations also say that we should complete our work within 30 days of the day after you asked us to work for you, unless otherwise agreed. In this respect, subject to any contrary term in the covering letter, our agreement with you is on the basis that we shall not be required to meet the 30 day deadline, given our services generally require more time to complete. Your acceptance of these Terms constitutes agreement that we will not complete our work for you within 30 days.

The Cancellation of Contract made in a Consumer’s Home or Place of Work etc. Regulations 2008 may also apply where our contract with you was made away from our office. These Regulations give you the statutory right to terminate the Contract within a cooling off period of seven days.

If either Regulations apply to our contract with you, we will send you a Notice setting out your rights to cancel.

4. WORK THAT IS NOT INCLUDED

Subject to the covering letter, or unless otherwise agreed to the contrary in writing, our advice shall not include advice on matters relating to:

- The laws of any jurisdiction other than England and Wales; or
- Taxes or duties (other than Stamp Duty); or
- Financial planning; or
- Accounting.

5. INSTRUCTIONS AND AUTHORITY

If you are a company, partnership or other organisation, we may accept instructions from anyone within your organisation unless you have written to us identifying which individuals we are to take instructions from.

When our Contract is with more than one person, unless otherwise agreed in writing, we may:

- Accept instructions from any one of those persons on behalf of all; and
- Correspond with any one of those persons on behalf of all.

6. EVIDENCE OF IDENTITY AND OUR RIGHT TO CANCEL

As a regulated business we have a legal obligation to verify the identity of all individuals we work with. To ensure that this is done in a safe and convenient way for you we use a market leading third party provider of ID checks, InfoTrack.

InfoTrack provides a secure app based solution that allows clients to remotely verify their identity, taking away the need for you to bring in or send in original ID documents. The app is available on both IOS/Android smartphones and tablets and should take you no longer than 3-4 minutes.

For more information about how the app works, please see the leaflet available on our website at www.infotrack.co.uk/privacy-policy/. Should you have any further questions you can contact the InfoTrack support team via any of the below channels:

- In app live chat
- 020 7186 9621

You will shortly receive a text message invite to download and complete your InfoTrack checks, please complete these at your earliest convenience.

If for whatever reason you encounter any difficulty with this then it remains an option for you to provide us with paper based original forms of identification in which case the following provisions will apply;

- You must provide us with TWO original forms of identification in person that we can make copies of, or you can provide us with copies that have been certified by an accountable person, such as your bank or building society, accountant or doctor.
- If you have not lived at your current address for 12 months, please provide us with details of your previous address.
- Please see the attached list for acceptable documents.

Recognising our statutory obligations to carry out these identification checks we will make a charge of £25 plus VAT for each verification carried out whether by InfoTrack or on a paper basis.

If we are not satisfied as to your identity, we have the right to cancel the Contract immediately on giving written notice to you.

7. CONFIDENTIALITY

We are under a professional and legal obligation to keep your affairs confidential. This obligation is however subject to a statutory exception: all UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such as concerns HM Revenue and Customs, money-laundering, the proceeds of crime and terrorist financing. These requirements can override our usual duty of confidentiality to you. In addition, these requirements may oblige us to ask you to provide us with information that may be relevant for legal or regulatory purposes at any time. Any failure by you to provide any information of this sort shall entitle us to cancel this Contract on giving immediate written notice to you.

We are required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we are not able to tell you that a disclosure has been made and we may have to stop working on your matter for a period of time and may not be able to tell you why.

8. DELEGATION OF WORK

The individuals named in the covering letter shall have primary responsibility for your work but may delegate appropriate parts of the work to our junior lawyers or other staff acting under proper supervision. If you instruct us in relation to issues that fall outside the range of work that is normally done by the named individuals in the covering letter, we may refer you to other lawyers within the firm who can assist you, subject to your agreement.

9. FEES

Our fees are usually based on the time we spend dealing with your matter but may also be calculated by reference to other criteria, such as the value of any property involved, any skill and specialised knowledge that may have been required, and the degree of urgency.

The amount of time taken is generally valued at an hourly rate for the individual concerned. Time is recorded in six minute units (1/10th of an hour) with all correspondence timed at 1 unit. Our current hourly rates are set out in the table below. We reserve the right to amend these rates from time to time, broadly in line with inflation and typically with effect from 1st April each year, but if we do, we will inform you in advance of the new rates: -

	Hourly Rate
Paralegals / Trainee Legal Executives / Trainee Solicitors	£132.00 - £200.00
Licensed Conveyancers / Legal Executives / Solicitors	£205.00 - £275.00
Senior Legal Executives / Solicitors	£280.00 - £325.00
Directors	£344.00 - £375.00
Managing Director	£427.00

Save in relation to matters which involve court proceedings and otherwise where we may agree to the contrary (where in either case the full rate shall apply), any time spent by our lawyers in travelling or in waiting to attend any meetings or other appointments shall be calculated at half the hourly rate of the lawyer in question.

Our fees are subject to Value Added Tax (VAT) where applicable.

Unless otherwise agreed in our letter of confirmation of instructions, our fees are payable irrespective of whether a matter proceeds to completion. Once we have sent you a bill of costs we shall be entitled to pay our fees out of any sums that we receive or hold on your behalf, such as the proceeds of a sale of property. We shall also be entitled to exercise a lien over any documents or other property we may be holding on your behalf or to your order until such time as our costs have been paid in full.

In litigation matters, unless we agree otherwise, for example by entering in to a CFA, we will be entitled to be paid costs greater than those which may be recovered from another party to the proceedings.

We will keep you updated about fees as the matter progresses, in particular, we will tell you how much the fees are at regular intervals. We will explain to you any changed circumstances which will or are likely to affect the amount of costs, the degree of risk involved and the cost-benefit to you of continuing with your matter.

We will inform you as soon as it appears that a cost estimate or agreed limit may be exceeded.

Any work carried out by one of our paralegals on your behalf, under the supervision of the person dealing with your matter, will be charged at half the hourly rate that would usually be charged.

10. DISBURSEMENTS AND OTHER COSTS

In addition to our fees, you shall also pay to us, with VAT if applicable:

- All Disbursements we make or incur on your behalf;
- The costs of copying and scanning of documents;
- The cost of any foreign telephone calls that we make on your behalf;
- The cost of all travel and accommodation reasonably incurred by us.

We may require you at any time either to pay us sums in advance (a payment on account) of any Disbursements or costs that we may have to incur, or to make any payments of this sort yourself direct to the provider in question.

We are professionally bound to pay barrister's fees once a barrister has been instructed on your behalf. We will obtain your prior agreement to the instruction of a barrister or any other third parties and we will ask you to make payments in advance to us to meet fees associated with their involvement.

11. ESTIMATES AND QUOTES

Estimates and Quotations are generally based upon your initial description of the matter in question and upon any documentation that you might have given us to consider. Such information may not be sufficient to give an Estimate or Quotation, particularly if documentation needs to be prepared or negotiated, or if any complicated legal points are involved.

Where an Estimate or Quotation is given, it must be in writing to be of any effect. Such effect will in any event be limited in that sometimes a matter is more complicated than we could reasonably have expected from your description or from a preliminary review of that documentation, or unforeseen issues arise as a matter progresses which have a bearing on the amount of time which we need to spend, or upon any Disbursements or other costs which need to be incurred. We shall advise you of any such changes in

circumstance, as these matters will fall outside the scope of any Estimate or Quotation which we have given. We shall seek to agree with you an additional fee for such matters, but if no agreement is made, we shall have the right to cancel this Contract on giving written notice to you.

12. MONIES ON ACCOUNT

We reserve the right to require you to pay one or more sums on account of our fees and/or any likely Disbursements or costs at any time before and/or during the course of the work. Any sums we ask you to pay on account may include an element to reflect any VAT that may be chargeable.

From these sums, we shall be entitled to settle our invoices for fees, Disbursements or costs after we have advised you of the fees, Disbursements and costs in question. If it transpires that our invoiced amounts at the end of a matter are less than the sums that we are holding on account, we shall refund the balance to you.

13. CLIENT MONEY

We will hold any funds which you remit to us to be held on your behalf in our designated client account(s). We will only hold your money at a bank or building society where the monies are held at a branch (or head) office in England and Wales.

We currently have our principal client account(s) at National Westminster Bank. We may subsequently open further client accounts at different banks and/or transfer client funds from time to time from one account to another. Whilst we monitor circumstances relating to our bankers and take such action we feel is necessary to protect our finances, we may not be liable to repay money lost through a banking failure. If you are acting in the capacity of a private individual or small business, you may be eligible to obtain compensation from the Financial Services Compensation Fund (FSCF) up to a maximum of £85,000 in the event of the bank failing. The compensation limit applies to one individual per failed entity, and so if you hold personal monies with the same bank (or member of a group to which it belongs), the limit remains at £85,000. If at any time you wish your funds to be held in a specific account or in any particular bank or in any other way you should advise us as soon as possible and confirm any such instruction in writing. We undertake no responsibility to advise you where or how your funds should be held.

We will normally only hold money on your behalf as an incidental (but necessary) part of the work we are carrying out for you. As the interest which can typically be earned by the money being held in any of our client accounts will usually be very small, we would not normally be in a position to pay or account to you for that interest (given that the cost of calculating it is likely to be disproportionate to the sum involved). However, where the sums involved are substantial and/or are held for any prolonged period of time then we will pay or account to you for interest where we consider, in all the circumstances, it would be fair and reasonable to do so. That of course may change as bank interest rates change and you are welcome to ask us at any time about the current rate following any such change.

14. BILLING AND PAYMENT

Subject to any special terms in the covering letter, billing frequency is at our discretion depending on such criteria as the nature of the matters on which we have been asked to act, the amount of our unbilled fees and the amount of time that is being spent on your matters. We generally invoice our clients on a monthly or quarterly basis and on completion of the transaction. Our invoices are payable in full upon receipt.

If any of our invoices are not paid within 30 days of their delivery to you:

- We may charge you interest on the outstanding amounts at the rate payable on judgment debts from the date it first fell due to the date of payment; and
- In accordance with Section 5A Late Payment of Commercial Debts (Interest) Act 1998, once any statutory interest begins to run in relation to a qualifying Commercial Debt, we may seek the statutory compensation (in addition to the statutory interest) on the debt.
- You should be aware that if it proves necessary for us to instruct a debt collection agency to recover any costs on our behalf, that agency will raise a collection charge, which you will be required to pay of at least 18% of the amount owed to us plus VAT
- We have the right to suspend work on any matters on which you have asked us to act, or to cancel all or any of our Contracts with you on giving you immediate written notice; and
- Where we are acting for you in a matter before a Court or Tribunal we have the right to apply to that Court or Tribunal to be taken off the record as your lawyers in relation to any legal matter in which we are representing you on giving you 7 days written notice.

Where the covering letter is addressed to more than one person, or where we have agreed with the addressee of the covering letter to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring

that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

Our bills can be bank transfer, cheque or by debit or credit card. Our policy is to only accept cash up to a value of £1,000. 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 as per clause 6 above. 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 unless we are satisfied payment to a third party does not contravene any anti-money laundering laws.

15. YOUR RESPONSIBILITIES

In order to carry out our services in a prompt, effective and professional manner, we shall require your full co-operation and assistance throughout the duration of our Retainer. This means that we expect to receive clear, timely and accurate instructions from you and to be provided with documents promptly upon request. In litigation matters you are required by the Court Rules (the Civil Procedure Rules) to safeguard any documents which are likely to be required for disclosure and we will give you further guidance on the types of documents which you are obliged to disclose.

16. SERVICE STANDARDS

We will explain to you the legal work required as your matter progresses and provide you with updates such as the likely timescales, costs and whether the costs still justify the risks.

We are happy to receive queries by telephone, email or letter. The person with responsibility for your matter can be reached by telephone or email. If he or she is unavailable to take a call, he or she will attempt to return your call the same day but if that is not possible, then your call will be returned within 1 working day. Written correspondence (which includes letters and emails) will generally be replied to within 3 working days unless further investigation and/or inability to contact others prevents this. If your correspondence is marked urgent or a specific reply date is requested we will do our best to prioritise it accordingly.

Our normal office hours are from 9:00am until 5:30pm on Monday - Thursday, and until 5pm on Friday, although occasionally, appointments may be made outside those hours as circumstances dictate. The office is closed on public and bank holidays. It is generally not possible to see people arriving without appointments so please contact us should you wish to see the person with responsibility for your matter in person in order to make an appointment.

Further information on our service standards can be found on our website at www.burtondyson.com together with details of our equality and diversity policy.

17. COMPLAINTS

We are committed to providing high quality legal advice and client care. However, if there is any aspect of our services that you have received, which you are unhappy about, or if you are unhappy about the bill, please contact the individual named on the covering letter. If that does not resolve the problem to your satisfaction or you would prefer not to speak to that person, then you are most welcome to avail yourself of our complaints handling procedure details of which can be found on our website www.burtondyson.com or alternatively by contacting us by telephone or email.

If you are not satisfied with our handling of the complaint then you can ask the Legal Ombudsman, PO Box 6167, Slough, SL1 0EH, tel: 0300 555 0333 or visit www.legalombudsman.org.uk to consider it. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

Our invoices contain a brief summary of the work that we have undertaken for you and the Disbursements and costs that have been paid out on your behalf in relation to the matters on which you have asked us to act. A more detailed description can be provided if needed. If you are not satisfied with the amount of our fees, you may be entitled to object to the bill by making a complaint to the Legal Ombudsman. If your complaint relates to our bill then you may also have the right to have the bill assessed under the Solicitors Act 1974.

18. LIMITATION OF LIABILITY

As solicitors we are permitted to put a reasonable limit on our liability to our clients provided that:

- The limit on our liability is not below the minimum level of cover required by the Solicitors' Indemnity Rules (currently £3,000,000)

- We can only limit our liability to the extent that the law allows. In particular, we do not limit our liability for death or personal injury resulting from our negligence.

Our liability to you shall therefore be limited as follows:

- Irrespective of the legal grounds on which any claim against us is made, unless we expressly state a different amount in the letter accompanying these terms of business, our liability and loss to you (including any liability for negligence other than for death or personal injury) shall be limited to the extent of our professional indemnity insurance cover, details of which can be found on our website www.burtondyson.com within the About Us section, or which can be obtained directly from us in writing upon request.
- We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.
- For the purposes of this clause, a claim against any one or more of our directors, assistant solicitors, employed barristers, any other members of our staff (whether employees or not) and any company or its employees handling outsourced work as per clause 7 above, shall be regarded as a single claim against us and our liability to you shall be limited accordingly.

19. OTHER MATTERS

We shall not be liable to you for any failure to provide our services caused by matters beyond our reasonable control.

20. REGULATORY MATTERS

We are regulated by the Solicitors Regulation Authority (SRA) whose professional rules apply to us. We are not authorised by the Financial Services Authority. If, while we are acting for you, you need advice on investments, we may have to 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.

This firm is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we may carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts such as defective title indemnity insurance in conveyancing matters and after-the-event insurance in litigation matters. 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 Services Authority website at www.fsa.gov.uk/register.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body.

If you are unhappy about any insurance mediation advice we have given you then you should follow our complaints procedure (see Complaints at clause 17).

The Firm has effected professional indemnity insurance cover which meets or exceeds the requirements of the SRA. In the event of any failure by the Firm to meet its liabilities, apart from such insurance, the Solicitors' Compensation Fund is in place, from which grants may be given to those who have suffered loss by reason of the dishonesty of a solicitor or an employee in connection with a solicitor's practice or in connection with a trust of which the solicitor is a trustee.

21. CONFLICTS

We have the following rights to cancel this Contract on giving immediate written notice:

- If our own interests conflict with yours; or
- If a conflict of interests arises between you and any of our other clients in relation to the same or related matters, or there is a significant risk that this might happen; or
- If any instructions you give us conflict with our professional duties or obligations as solicitors.

22. TERMINATION

You may immediately terminate the Contract in writing at any time if you wish us to stop acting for you.

We may also cancel the Contract:

- If we have good reason to do so on giving you reasonable written notice; or

- If we believe there are circumstances that justify an immediate cessation of the work that we are doing for you; or
- In the circumstances provided for in clauses 6, 10, 13 and 18 above.

Circumstances that might justify our ceasing to act for you under the first two bullet points above would include a non-payment of any of our invoices, your failure to make any payment on account or to settle any Disbursements or costs which we have requested, or your failure to give us the instructions that we might reasonably expect in relation to your matter(s).

In the event that either party cancels the Contract and we cease acting for you, we shall be entitled to charge you a fee for all the time spent by us up to cancellation, and all the Disbursements and costs we have incurred or may be liable for up to that point in time. If it is not possible to calculate our fee with reference to a Quotation that we have given, our fee shall be calculated on the basis of our hourly rates.

23. PAPERS AND DEEDS

We are entitled to retain our files and any documents we are holding on your behalf until you have paid all our invoices (a lien). Unless you have already asked us to return any documents to you, we shall keep all files relating to your completed matters on our practice management system for not less than six years. After the end of that period, those files may be removed, although this shall not apply to any original documents that you have specifically asked us in writing to keep in safe custody for you.

We do not normally make a charge for retrieving stored papers which relate to current matters, although we reserve the right to charge you for any time spent in retrieving papers relating to completed matters and for any time spent in reading the file, writing letters, or doing any other work at your request.

We reserve the right to charge for storage from the time a matter is completed (in the case of deeds, wills or other legal documents) and after six years in the case of other records such as correspondence file.

If you ask us to send any documents to anyone else, we shall not be liable for any loss or damage that occurs to those documents after they leave our possession. You should also note that, unless we believe it might be appropriate to do so we will not ordinarily make copies of any lengthy or bulky documentation which we send to anyone else, unless you specifically ask us to do so, and pay our copying charges.

24. EMAIL AND IT MATTERS

Unless otherwise agreed, we may use conventional (unencrypted) email to communicate with you and anyone else that is involved in any matter on which you instruct us. You acknowledge that conventional email may present security risks in certain circumstances and you shall be taken to have accepted those risks unless you tell us not to use that means of communication.

If you would like us to use encrypted email for communication purposes you should notify us in writing. We will endeavour to do so, but this shall also be subject to us making the necessary arrangements with you and any other recipients.

Please note that in order to protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and you should note our internal IT procedures may also impose a delay on our ability to open and deal with certain types of electronic files.

Please note that we may record and monitor telephone and email communications that are made to or from our offices and staff for the purposes of the Telecommunications (Lawful Business Practice) (Interceptions of Communications) Regulations 2000.

25. RECOMMENDATIONS

If we should recommend the services of anyone to you such as accountants, surveyors, trade mark and patent agents, foreign lawyers or anyone else, we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question.

26. AUDITS AND AUDIT ENQUIRIES

If we receive requests for information of an auditing nature from you, your accountants or auditors, we may address our response to you and we may charge you for the time spent in addressing these enquiries at our normal hourly rates.

External firms or organisations may conduct audit or quality checks on our practice to ensure compliance with mandatory requirements such as the regulatory standards and/or voluntary standards such as Lexcel to which this practice is certificated. Such external firms or organisations are required to maintain confidentiality in relation to your files. We operate our own in-house file review process to ensure our own quality standards are adhered to and personnel involved in the review process are bound by the firm's confidentiality obligations.

27. THIRD PARTY RIGHTS

Unless we specifically agree to the contrary in writing, we shall act only on your behalf in relation to the work that we do for you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

Any legal advice that we give you is for your own use only and we shall not be liable to anyone else in relation to that advice (including anyone that you pass or transmit it to) unless we expressly agree to be liable to the recipient(s) in writing.

28. DATA PROTECTION

Please refer to our Data Privacy Notice, available on our website www.burtondyson.com. A hardcopy is available upon request.

29. CONVEYANCING MATTERS

In conveyancing matters when acting for you as a purchaser, we may also be acting for your proposed lender and as such we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes but is not limited to:

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

30. REFERRALS AND COMMISSIONS

If you have been referred to us by an introducer with whom we have a financial arrangement:

- We shall not disclose your information to that introducer unless you consent;
- We shall make clear the amounts involved in your client care letter;
- If we also act for the introducer in the same matter and a conflict of interest arises, we may have to cease acting for you;
- Any advice we give will be independent and you can raise questions on all aspects of the matter.

We are prevented by the Solicitors' Code of Conduct from making a secret profit from our relationship with you. If any occasion arises where there is potential for us to earn commission, for instance if we introduce you to another practice to undertake work for you which we cannot do ourselves, we will establish a separate written agreement with you to deal with the acceptance and allocation of any commission arising.

31. EQUALITY AND DIVERSITY

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

32. GENERAL

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and subject to the exclusive jurisdiction of the English and Welsh courts, notwithstanding that you may be based, or our services may be provided to you elsewhere.