

These Terms of Business apply to all work we do on your behalf. This is an important document. Please read it and keep it in a safe place for future reference. Your specific attention is drawn to Section 7 which sets out the various limitations on our liability to you.

1 Our contract with you

- 1.1 These "**Terms of Business**" (as updated from time to time) apply to all work we do on your behalf.
- 1.2 Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the "**Engagement Letter**". These Terms of Business should be read together with the Engagement Letter. Together, they form the contract between us. If there is any inconsistency between these Terms of Business and the Engagement Letter, the Engagement Letter will take priority.
- 1.3 Your continuing instructions in this matter will amount to your acceptance of these Terms of Business. Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.
- 1.4 These Terms of Business are subject to change from time to time and are updated on our website at www.higgslp.co.uk.
- 1.5 These Terms of Business and the Engagement Letter, and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 1.6 Any dispute or claim arising out of, or in connection with, these Terms of Business or the Engagement Letter (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

2 About Us

- 2.1 Higgs LLP is a limited liability partnership incorporated in England and Wales with registered number OC435996. Its registered office is at 3 Waterfront Business Park, Brierley Hill, Dudley, West Midlands, United Kingdom, DY5 1LX. We use the term 'partner' to refer to a person who is a member of Higgs LLP or an employee of a subsidiary of Higgs LLP who is a lawyer with equivalent standing and qualifications and not as a reference to a partner in a partnership. A list of the members of Higgs LLP is available for inspection at the registered office. You can find details of the postal address, telephone number, fax number and general email address of our office on our website at www.higgslp.co.uk.
- 2.2 Higgs LLP is authorised and regulated by the Solicitors Regulation Authority (SRA), The Cube, 199 Wharfside Street, Birmingham B1 1RN. The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Higgs LLP and our solicitors are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at

www.sra.org.uk. Our SRA authorisation number is 819589. All services provided by Higgs LLP are regulated by the SRA.

- 2.3 We are registered for VAT purposes. Our VAT registration number is 277 0853 34.
- 2.4 Where we say “**we**”, “**us**”, “**our**” or “**the firm**” in these Terms of Business, we mean Higgs LLP.
- 2.5 We may assign, transfer or sub-contract any rights or obligations under these Terms of Business or any Engagement Letter to any party without your consent.

3 About you

Where we say “**you**” or “**your**” in these Terms of Business, we mean the client(s) identified in the Engagement Letter and anyone authorised to give instructions on their behalf.

4 Our responsibilities and your responsibilities

- 4.1 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.
- 4.2 You will provide documents when we ask for them and respond promptly when we ask for instructions or information; notify us if your contact details change; tell us immediately if your expectations change or if you are not sure you understand our advice; inform us of any time limits or objectives that might not be obvious to us; notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements; and let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction.

5 Service standards

- 5.1 We are normally open between 9.00 am and 5.00 pm from Monday to Friday. Our switchboard and reception are open from 8.00 am to 6.00 pm from Monday to Friday. We may be able to arrange appointments outside of these hours. We are closed on all bank holidays. We are usually closed during the period between Christmas and New Year.
- 5.2 We will update you by telephone or in writing (including by email) with progress on your matter regularly and explain to you the legal work required as your matter progresses.
- 5.3 We will update you at appropriate intervals on the likely timescale for each stage of your 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.

5.4 We will update you on the cost of your matter regularly. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

5.5 We are committed to acting in a way that encourages equality, diversity and inclusion in all our dealings with clients, third parties and employees.

6 Scope of our legal services

6.1 The scope of the services we will provide is set out in the Engagement Letter. We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome. Unless otherwise agreed in writing, we will advise only on English law.

6.2 We will not advise on non-legal issues including valuation, commercial risk, surveying, commercial viability, trading or marketability issues. We will not advise on tax (including tax implications and tax planning strategies) unless we have expressly agreed in writing to do so. Except as described in Section 13, we do not provide financial services or advice.

6.3 Once your matter comes to an end, we shall have no continuing obligation to revisit or update any advice provided to you in the course of a matter.

6.4 If you ask us to obtain advice from a third party, that third party will be responsible for the service and advice they provide.

6.5 In providing our services to you, we will rely upon the information and instructions provided by you or by others authorised on your behalf. If you ask us to provide advice in an abbreviated format or on a short timescale, you accept that you will not receive all information and advice you might otherwise have obtained.

6.6 We may provide advice orally, in draft or in interim form. Our last written advice supersedes anything provided earlier. Our final advice supersedes anything provided in draft or in interim form. You should not rely on any draft, interim or oral advice. If you want to rely on our oral advice, let us know and we will provide it in writing.

6.7 Unless otherwise agreed in writing, our advice and any documents we prepare are for use only in connection with the specific matter on which we are instructed; will be based upon the information, instructions and documentation provided by you; can only be relied on by you; and will reflect the law in force at the relevant time.

6.8 Your matter may involve court proceedings. All solicitors have a professional duty to uphold the rule of law and the proper administration of justice. We must comply with our duties to the court, even where this conflicts with our obligations to you.

7 Our liability to you

7.1 Your contract is with Higgs LLP, which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, member, partner, officer, employee, agent or consultant of Higgs LLP

(“**Representative**”) will have any personal legal liability for any loss or claim. Any Representative signing any letter, email or other document in his or her own name in the course of carrying out any work for you does not mean that he or she is assuming any personal legal liability.

- 7.2 You agree that the limitation provisions in this Section 7 shall apply to all Representatives as they apply to Higgs LLP. You and we intend that the limitation provisions in this Section 7 are for the benefit of, and shall be enforceable by, all Representatives under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 Unless explicitly agreed otherwise in writing, we do not owe, nor do we accept, any duty to any person other than you and we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.
- 7.4 We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Engagement Letter.
- 7.5 We will not be liable for any loss arising from or connected with our compliance with any statutory or regulatory obligation which we may have.
- 7.6 We will not be liable for any loss arising out of any act or omission on our part unless court proceedings in respect of the act or omission are issued not later than three years after you first had (or ought reasonably to have had) both the knowledge required for bringing an action for damages in respect of the act or omission and the knowledge that you had the right to bring such an action and, in any event, not later than six years after the date of the relevant act or omission. This provision will not increase the time within which proceedings may be commenced under the Limitation Act 1980 or other statutory provisions but may reduce it.
- 7.7 Our maximum liability to you (or any other party we have agreed in writing may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers, including interest and costs, will be £3,000,000 (three million pounds) or such higher sum as a partner may state in the Engagement Letter.
- 7.8 All claims you may have against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions, and all claims against us arising from one matter or transaction, shall be regarded as a “**single matter**” for the purpose of clause 7.7 above.
- 7.9 If you are not a consumer, we will not be liable for any of the following (whether direct or indirect):
- 7.9.1 losses not caused by any breach of contract or tort on the part of the firm;
 - 7.9.2 loss of revenue;

- 7.9.3 loss of profit;
 - 7.9.4 loss of or corruption to data;
 - 7.9.5 loss of use;
 - 7.9.6 loss of production;
 - 7.9.7 loss of contract;
 - 7.9.8 loss of opportunity;
 - 7.9.9 loss of savings, discount or rebate (whether actual or anticipated);
 - 7.9.10 harm to reputation; and
 - 7.9.11 loss of goodwill.
- 7.10 If you are a consumer, we will not be liable for:
- 7.10.1 losses that were not foreseeable to you and us when this contract was formed;
 - 7.10.2 losses not caused by any breach on the part of the firm; and
 - 7.10.3 business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.
- 7.11 If we are jointly, or jointly and severally, liable to you along with any other party, we shall only be liable to you for the proportion of your losses which we have caused. We shall not be liable to you for any losses which have been caused by another party. You agree to join, at our request, any party with whom we are jointly, or jointly and severally liable, to you in any proceedings you may bring against us.
- 7.12 We could be affected by any limitation or exclusion of liability which you may agree with another of your advisers or any other third party in connection with a matter on which we are acting for you. This is because such a limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person, for example by way of contribution. You agree that we shall not be liable to you for any increased amount thereby payable by us, or for any amount which we would have been entitled to recover from another or your advisers or other third party by way of indemnity, contribution or otherwise but are unable to recover because of that limitation or exclusion of liability.
- 7.13 If any provision or part-provision of this Section 7 is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Section 7.

- 7.14 We believe that the limitations set out in this Section 7 are reasonable in all of the circumstances, including the availability and cost of professional indemnity insurance and possible changes in its availability and cost in the future. Should you consider any of them to be unreasonable, you should raise this with us at the earliest opportunity. We will then consider the available options with you, including the option of providing a higher limit of liability at additional cost to you.
- 7.15 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:
- 7.15.1 losses in an amount less than the minimum level of professional indemnity insurance cover required by the Solicitors Indemnity Insurance Rules from time to time;
 - 7.15.2 death or personal injury caused by our negligence;
 - 7.15.3 fraud or fraudulent misrepresentation;
 - 7.15.4 any losses caused by wilful misconduct or dishonesty; or
 - 7.15.5 any other losses which cannot be excluded or limited by applicable law or the rules of professional conduct to which we are subject.

8 Our charges and invoicing

- 8.1 You are liable to pay legal costs as set out in the Engagement Letter. Legal costs comprise our charges, any disbursements and any applicable VAT. Disbursements are expenses we need to pay on your behalf during the course of your matter. Examples include Counsel's fees, search fees, expert's fees and Companies House fees.
- 8.2 Where our charges are based on the amount of time spent working on a matter, all work is timed in six minute units and charged at the relevant hourly rate.
- 8.3 Where we provide an estimate of legal costs or the likely timescale for completing your instructions, such estimate is not final or binding on us and we may vary or update it from time to time.
- 8.4 Please inform us if you would like a third party to be responsible for paying our invoices or any part of them. We must approve this in advance and we will need the party's name, contact details and any other information or identification documents we request. We are entitled to charge you for all work we undertake in dealing with any payment from a third party. It is your responsibility to pay our invoices even if someone else has agreed to pay some or all of them and our invoices will still be addressed to you. If someone else does pay some of our invoices, you are responsible for paying the rest.
- 8.5 Our invoices are due for payment immediately after you receive them and in the currency in which they are submitted. You will be deemed to have received the invoice on the second day after the day on which it is sent to you.

- 8.6 Where we are acting for more than one client in respect of a matter, each of them is jointly and severally responsible for payment of all legal costs.
- 8.7 When we are instructed to act on behalf of a limited company or limited liability partnership, we may at any time during the course of the matter require one or more of the directors, designated members, members, group companies and/or controlling shareholders to sign a form of guarantee and indemnity in respect of legal costs. If any such request is made, you will procure that it is promptly complied with.
- 8.8 We may charge interest on overdue invoices at the rate applicable to judgment debts.
- 8.9 You agree to indemnify us, and keep us indemnified, against all losses, damages, costs and expenses (including our entire legal expenses) which we may incur as a result of any failure by you to make payment of an invoice in accordance with its terms.
- 8.10 We may ask you to make a payment or payments on account of legal costs at any time during the matter. You agree to make any such payment(s) within a reasonable time. You agree that we are authorised to use any sums paid on account of legal costs to settle any of our invoices.
- 8.11 We may submit interim invoices for legal costs. Interim invoices are self-contained invoices for the work done up to a particular date, level of legal costs or stage of the matter. We will send you a final invoice at the end of your matter which will cover all work not previously invoiced on an interim basis.
- 8.12 You have the right to challenge or complain about our invoice. Please see Section 15 for details of how to complain about our invoice.
- 8.13 You have the right to challenge our invoice by applying to the court to assess the invoice under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the invoice.

9 Confidentiality

- 9.1 We will keep your information confidential, unless you consent to the disclosure of that information, disclosure of the information is required or permitted by law or regulatory requirements that apply to us or these Terms of Business state otherwise. Examples of organisations we may be required to disclose your information to include the National Crime Agency, domestic and international tax authorities and regulatory authorities.
- 9.2 We may outsource certain of our administrative services to appropriate third parties. We will ensure all outsourcing providers operate in a manner consistent with our legal and professional obligations, including in relation to confidentiality.
- 9.3 External organisations (such as the Information Commissioner's Office, ISO assessors and the SRA) may conduct audits or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers

for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.

- 9.4 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.
- 9.5 In the event that you intimate or bring a claim against us before a court or tribunal, or if you make a complaint about us to any regulatory body (including to the SRA or the Legal Ombudsman), you consent to us disclosing, using and relying upon all of your documents, files and information as part of our response so that the relevant court, tribunal or regulatory body has all relevant material available to it.
- 9.6 Unless you instruct us otherwise, email will be our default method of communication. We may also use video conferencing software (e.g. Microsoft Teams and Zoom) as a means of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email or the security of video conferencing software. If you do not wish us to communicate by email or video conferencing software, please let us know. Otherwise, you accept the risks inherent in the use of these methods of communication. Those risks include the possibility of interception, unauthorised access and computer viruses.

10 Privacy and data protection

- 10.1 We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, invoicing and record keeping and to inform you of our services and events that we think may be of interest to you.
- 10.2 Our use of your personal data is subject to your instructions, relevant legislation and our professional duty of confidentiality.
- 10.3 We take your privacy very seriously. Our Privacy Policy contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. Our Privacy Policy is available on our website at www.higgslip.co.uk and a copy is available upon request.
- 10.4 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.
- 10.5 We use third party service providers (including 'cloud' service providers) to assist us in the delivery of our services to you. This may include document/information hosting, sharing, transfer, analysis, processing or storage by such parties. We ensure all third party service providers operate in a manner consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing,

sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

- 10.6 We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services and events. You have the right to opt out of receiving promotional communications at any time, by sending a letter to our office address marked for the attention of the Head of Standards & Ethics or by sending an email to dataprotection@higgsllp.co.uk.
- 10.7 If you provide us with personal data of any kind relating to a person other than you ("**Third Party Personal Data**"), you will ensure that you have all necessary consents and notices in place to enable lawful transfer of that Third Party Personal Data to us so that we may lawfully process that data for the duration and purposes for which you have engaged us. In relation to Third Party Personal Data, you will at your cost assist us in ensuring compliance with our obligations under applicable legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities and regulators. You will maintain such complete and accurate records as may be required to demonstrate that you have complied with applicable legislation in relation to all Third Party Personal Data which you provide to us.
- 10.8 You will notify us immediately if you receive, and will at your own cost co-operate with us fully in relation to, any request, complaint, notice or communication that relates to Third Party Personal Data including (without limitation) those from a data subject whose Third Party Personal Data you have provided to us and who wishes to have access to their personal data or to exercise any of their related rights under applicable legislation and also those relating directly or indirectly to the processing of Third Party Personal Data or to the compliance by you or us with applicable legislation.

11 Banking and related matters

Our client account

- 11.1 Unless agreed otherwise, we hold client money in various accounts with UK banks regulated by the Financial Conduct Authority.

Changes to our bank details

- 11.2 We will never tell you about changes to important business information, such as bank account details, by email. Please notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements. We will not accept responsibility if you transfer money to an incorrect account.

Payment in lieu of interest

- 11.3 We hold client money in instant access accounts and the level of interest earned on funds is correspondingly low. Where we hold cleared funds on your behalf, we may pay to you a sum in lieu of interest by reference to our Interest Policy. Our Interest Policy sets out when we will and will not pay to you a sum in lieu of

interest and, in addition, when we will recover interest charges from you in the case of negative interest. Our Interest Policy is available on our website at www.higgslip.co.uk and a copy is available upon request.

Bank failure and the Financial Services Compensation Scheme

- 11.4 We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).
- 11.5 The FSCS is the UK's statutory fund of last resort for customer 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.
- 11.6 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. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.
- 11.7 The FSCS also provides up to £1million of short-term protection for certain high balances, e.g. 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.
- 11.8 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 details to the FSCS.
- 11.9 More information about the FSCS can be found at <https://www.fscs.org.uk>.

Receiving and paying funds

- 11.10 We will normally accept cash up to £1000, save any cash payment over £500 must be approved by our Money Laundering Reporting Officer or, in their absence, either our Deputy Money Laundering Officer, Compliance Officer for Legal Practice or Compliance Officer for Finance and Administration. If you try to avoid this policy by depositing cash directly with our bank, we have the right to charge you for any additional checks we decide are necessary to establish the source of the funds and this could also cause delays.
- 11.11 If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we have the right to charge you for any additional checks we decide are necessary.
- 11.12 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.

- 11.13 We need to be in receipt of cleared funds before we will release monies to you or third parties. The following rules will be operated with regard to funds received from you or third parties to ensure they can be treated as cleared funds:
- 11.13.1 we must allow 4 working days from the date a banker's draft, or cheque issued by a bank, a building society or other similar financial institution is paid into our account for it to clear;
 - 11.13.2 a CHAPS payment will be considered to be cleared funds immediately upon being credited to our account;
 - 11.13.3 we must allow 7 working days from the date a personal or company cheque is paid into our account for it to clear;
 - 11.13.4 a Faster Payment is considered to be cleared funds on the second working day following receipt into our account but only when it is determined that the payment has not been received via the BACS system; and
 - 11.13.5 a BACS payment is considered to be cleared funds on the second working day following receipt into our account.
- 11.14 We must receive any banker's draft, cheque or cash by no later than 10.00 am on any working day for such funds to be paid into our account on the subsequent working day. If funds are received after this deadline then they may not be paid into our account until two working days later and clearance of the funds will take longer. Where banking hours are restricted for reasons beyond our control and this prevents us from depositing funds in a timely fashion, clearance days may be delayed accordingly.
- 11.15 All references to "**working days**" in clauses 11.13 and 11.14 do not include weekends or public holidays and you should give due allowance for these non-working days.
- 11.16 We will not authorise and process a payment until the required funds are cleared, which could delay completion of a transaction or the payment of monies to you or a third party.
- 11.17 When we are required to make a single UK Faster payment or a CHAPS sterling payment out of our client account to you or to a third party, you must provide us with full and accurate bank details for the intended beneficiaries. These details must include the account number, the sort code and the exact name(s) of the holder(s) of the account to which funds are to be sent. As part of the payment process, our nominated bank(s) will take steps to verify the accuracy of the details provided and will only process the transaction if they are able to do so. The provision of incomplete or inaccurate details is likely to delay the payment process. We accept no responsibility for any losses, damages, costs or expenses caused by any bank details provided to us being incomplete or inaccurate.

12 **Prevention of money laundering and terrorist financing**

- 12.1 To comply with anti-money laundering and counterterrorist financing requirements, we are likely to ask you for proof of your identity and we may conduct searches and enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. You must not send us any money, and we will be unable to act for you, until these checks have been completed. If you or any other person do not provide us with the required information promptly, your matter may be delayed and/or we may decide that we are unable to act for you.
- 12.2 You agree that we may make checks using online electronic verification systems or other databases as we may decide.
- 12.3 We will not usually charge you for undertaking identification and verification checks, but we reserve the right to do so where the checks are likely to be more time-consuming than we would normally expect.
- 12.4 We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed and/or we may decide that we are unable to act for you.
- 12.5 Save as permitted by or under any relevant legislation or with your consent, any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose.
- 12.6 We are professionally and legally obliged to keep your affairs confidential. However, we may be 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 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.
- 12.7 Subject to Section 7 above, we shall not be liable for any loss arising from or connected with our compliance with any legal obligation, 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.

13 Financial services

- 13.1 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.
- 13.2 We are not authorised by the Financial Conduct Authority in relation to consumer credit services. However, because we are regulated by the SRA, we may be able to provide certain limited consumer credit 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.

- 13.3 We are also not authorised by the Financial Conduct Authority to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the Financial Conduct Authority to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.
- 13.4 The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

14 Professional indemnity insurance

- 14.1 We have professional indemnity insurance giving cover for claims against us. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy can be provided upon request.
- 14.2 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are obliged to keep all information we pass to them strictly confidential.

15 Complaints

- 15.1 We are committed to providing high-quality legal advice and client service. If you are unhappy about any aspect of our service or charges, you should inform us immediately so we can do our best to resolve the problem.
- 15.2 If you would like to make a formal complaint, you should follow the process set out in our Complaints Policy. Our Complaints Policy is available on our website at www.higgslp.co.uk and a copy is available upon request. Our Complaints Policy explains how we will deal with a complaint and what you may be able to do if we are unable to resolve your complaint to your satisfaction. It also explains when you may be able to complain to the Legal Ombudsman and provides the necessary contact details. The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. The SRA's website at www.sra.org.uk contains information about raising concerns about solicitors and law firms.

16 Terminating your instructions

- 16.1 Unless cancelled or terminated earlier under this Section 16, our appointment will come to an end when we complete the work we are instructed to undertake in respect of a matter.

- 16.2 If you are a consumer and your initial instructions are not given in a face to face meeting with us or are given away from our premises, you will generally have the right to cancel our appointment within 14 days by notice in writing. You may not, however, cancel our appointment without incurring a charge once we have, with your permission, started to do work on your behalf. You should carefully read the information provided in our Engagement Letter about any right of cancellation you may have.
- 16.3 You may terminate our appointment at any time by giving us notice in writing.
- 16.4 We may terminate our appointment where we have a good reason for doing so. We will give you reasonable notice before we terminate our appointment. Examples of situations where we will have a good reason for terminating our appointment are where:
- 16.4.1 we consider that the relationship of trust and confidence between us has broken down;
 - 16.4.2 we consider that you have lost confidence in how we are performing our services;
 - 16.4.3 you do not provide a payment on account of legal costs within a reasonable time of being requested to do so;
 - 16.4.4 an invoice for legal costs remains unpaid for a period of 30 days from the date it is deemed to have been received by you;
 - 16.4.5 you do not procure the prompt provision of a guarantee and indemnity as may be requested under clause 8.7 above;
 - 16.4.6 you do not provide clear and prompt instructions, information or documents when we ask for them;
 - 16.4.7 you provide us with misleading information;
 - 16.4.8 you act in an abusive or offensive manner;
 - 16.4.9 we consider that we face a reputational risk; and
 - 16.4.10 we have a legal or regulatory duty to do so.
- 16.5 We may in our absolute discretion suspend the provision of services to you as an alternative to exercising our right to terminate our appointment, on such terms as we think fit. We will have no obligation to undertake any work or provide any services during any period of suspension.
- 16.6 If you or we exercise a right to terminate our appointment, we will charge you for the work we have done and, where appropriate, for transferring the matter to another advisor if you so request. This will be calculated on the basis set out in the Engagement Letter.

- 16.7 If you or we exercise a right to terminate our appointment in respect of a matter for which we are on the record of a court or tribunal as acting for you, you agree to take all necessary steps to remove us from that record as soon as possible. You agree to indemnify us, and keep us indemnified, against all losses, damages, costs and expenses (including our entire legal expenses) which we may incur as a result of any failure by you to comply with this obligation. Should it be necessary for us to apply to the relevant court or tribunal to remove ourselves from the record, we may need to disclose, use and rely upon your information and documents in support of any such application and you consent to such disclosure, use and reliance for that purpose.
- 16.8 We can keep all your papers and documents while there is still money owed to us for legal costs.
- 16.9 We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated or during any period for which our services have been suspended.

17 Intellectual property

Provided you pay our charges, you are entitled to use and copy for your own purposes the product of our services, including any written advice. However all rights (including copyright and any other intellectual property rights) in that product, together with our working papers and any knowledge gained whilst providing the services, shall remain our property and we shall be entitled to use the same both for our own purposes and when acting for any other client, provided we do not breach any duty of confidentiality to you.

18 Storage and retrieval of files

- 18.1 We may create and hold client files in hard copy (paper), electronically or a combination of both.
- 18.2 We normally store client files (except any of your papers you ask to be returned to you) for a minimum period of six years after completion of your matter. This may be longer depending upon the type of matter. Unless you instruct us to the contrary, we may destroy paper documents and scan them onto our system to be stored electronically. We will store your file on the understanding that we may destroy it after six years following completion of your matter (or such longer period as may be imposed by any law or regulatory obligation). We will not destroy original documents such as wills, deeds and other securities that we have agreed to hold in safe custody but we may, on reasonable notice, send them to you for safekeeping.
- 18.3 We will not charge you for storage of your file. If we prepare a deed or will for you we will store it free of charge.
- 18.4 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.

- 18.5 If we retrieve your file from storage for another reason, we may charge you for time spent retrieving the file and producing it to you; reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or providing additional copies of any documents.
- 18.6 We may provide you with an electronic copy of your file rather than a hard copy (paper).