

# Curzon Green Solicitors



## CURZON GREEN SOLICITORS ACCEPTANCE FORM

This document and the attached Terms & Conditions of Business set out the basis on which Curzon Green Solicitors will act with regard to the supply of legal services. Please read these carefully and when you have done so please sign, date and return to the individual dealing with your matter as confirmation of your acceptance of the outlined Terms and Conditions of Business.

Until we receive your signed Terms and Conditions of Business, it will be taken that your continued instructions are an acceptance of these terms and we will act on the basis outlined in the initial correspondence accompanying this document.

If there are any points relating to our Terms and Conditions of Business that you do not understand or that you wish to discuss please do not hesitate to contact the individual with conduct of your matter.

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I hereby acknowledge that I have read, understood and accept Curzon Green Solicitors' Terms and Conditions of Business supplied with this Acceptance Form.

Client: .....

Date: .....

Reference:

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*If you wish to proceed, please provide the following:*

( ) **Signed and Dated Acceptance Form**

( ) **Identification**

Individuals

1. Original Passport or current full UK driving licence should be brought into our office in person;  
AND
2. Evidence of your address (usually an original utility bill or bank statement less than 3 months old)

# Curzon Green

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# Solicitors



## CURZON GREEN SOLICITORS

### Terms and Conditions of Business

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# CURZON GREEN SOLICITORS

## Terms and Conditions of Business

**PLEASE TAKE CARE TO READ THIS DOCUMENT CAREFULLY. IF YOU REQUIRE THIS DOCUMENT IN LARGER PRINT, OR IF YOU HAVE ANY QUERIES ABOUT THIS DOCUMENT OR ITS CONTENTS, PLEASE RAISE THESE WITH THE INDIVIDUAL WHO HAS CONDUCT OF YOUR MATTER.**

### 1. Definitions

The following definitions shall apply in all cases:

- “Terms” shall mean these Terms and Conditions of Business.
- “us”, “we”, “our” or “Firm” shall mean the law firm of Curzon Green Solicitors.
- “you” or “your” shall mean our client.
- “Contract” shall mean the agreement between us and you relating to the supply of our services.
- “covering letter” shall mean our letter to you referring to these Terms that sets out any additional terms including the work you have requested we carry out on your behalf and the individuals at Curzon Green Solicitors who will deal with this for you. Any conflict between the covering letter and these terms shall be read in favour of the letter.

### 2. Curzon Green Solicitors

2.1 Curzon Green Solicitors is a partnership authorised and regulated by the Solicitors Regulation Authority under the SRA No. 561374.

2.2 All references to “Curzon Green” whether in this document or any other letter, document or communication relates to Curzon Green Solicitors and all contracts entered into and all advice given in relation to our business are entered into or are given by Curzon Green Solicitors only. We may assign our rights and/or obligations under our agreement with you to any business that is a successor to our business or part of it.

2.3 All solicitors are subject to rules and principles of professional conduct. The Solicitors Regulation Authority regulates Curzon Green Solicitors and specifies the relevant codes of conduct. A copy of the relevant code of conduct for solicitors or details of where this can be located can be found on the website [www.sra.org.uk](http://www.sra.org.uk).

### 3. Contract between you and the Firm

The covering letter, these Terms and any written amendments agreed between you and us shall form the Contract. The Contract will be formalised when you confirm to us that the provisions of the covering letter are agreed; you provide us with specific instructions to act on your behalf, we provide advice to you on your matter; or once you have received the covering letter, you raise no objections to the provisions contained in the same or these Terms.

### 4. Service Standards

4.1 Every person in our offices endeavours to maintain certain minimum standards of case management. If you find that the standards set out below are not maintained please feel free to contact the relevant individual with conduct of your matter.

4.2 The Firm’s relevant standards are:

- all telephone calls will be returned on the same day, unless made late in the day in which case they will be returned before lunchtime on the following day.
- all correspondence will be replied to within five working days. However, if the reply requires prolonged consideration a short acknowledgement will be sent within five working days and a full reply provided within two weeks.
- all letters received from the other party in your case or the Court (other than those which relate to merely routine matters) will be sent to you or the key information will be relayed to you within five working days of receipt. However, if any letter or document requires prolonged consideration the full comments on the other party’s communication may take up to two weeks to send you, but no longer.

4.3 The Firm aims to provide a highly efficient, prompt and professional service. Therefore, at any point the Firm would be happy to receive any comments you may wish to make with regard to the quality of service you are receiving.

### 5. Our Responsibilities to You

In dealing with your matter, the Firm’s responsibilities to you are:

- The individual with conduct of your matter will review your file at least once a month to ensure that your case is being progressed promptly.
- You will be advised of any changes to the law that are relevant to your matter and the effect that these changes may have on your case.
- We will provide you with an initial estimate of costs at the start of this matter and also provide you with updated cost estimates each time an interim bill is sent to you or at any time a request is made by you.

### 6. Your Responsibilities to Us

In dealing with your matter, your responsibilities to the Firm are:

- You will provide us with timely and accurate instructions.
- You will provide us promptly with all documentation requested to progress your matter.
- You will retain all documents relevant to your matter until your case has concluded so that the same can be produced at the request of the Court if necessary.

### 7. Cooling Off and Right to Cancel

Where the Contract was entered into by you without someone from the firm being physically present, the Consumer Protection (Distance Selling) Regulations 2000 may apply. If applicable, this gives you the statutory rights to:

- terminate the Contract within a cooling off period of 7 working days beginning from the day after the Contract was concluded. Where you have this right and decide to exercise it, you can do so by sending a written notice of cancellation addressed to the individual with the conduct of your matter within the cooling off period. However, you will lose your statutory right to cancel if we commence working for you,

either at your request or, if we consider it appropriate, before the cooling off period expires. If you wish for us to wait until the cooling off period has expired before starting our work, please advise us in writing immediately.

- request we complete our work within 30 days of the day you asked us to work for you, unless otherwise agreed. In this regard, subject to any contractual term in the covering letter, our agreement with you is on the basis that we shall not be required to meet any 30 day deadline, given that our services generally require more time to complete.

For information regarding a Contract entered into where the Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations apply, you should refer to section 40 of these Terms. A Cancellation Notice that you may use to cancel the Contract under these Regulations is located in section 40 of these Terms.

## 8. **Work that is not included**

8.1 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 other Jurisdiction other than England and Wales
- taxes or duties (other than Stamp Duty Land Tax and taxes applicable for the administration of an estate);
- financial planning; or
- accounting.

8.2 Unless we specifically agree otherwise in writing, no communication by Curzon Green Solicitors in the course of our work for you is intended to be, or should be construed as, an invitation or inducement to any person to engage in investment activity for the purposes of the Financial Services and Markets Act 2000, or as the approval of any communication of any such invitation or inducement.

## 9. **Instructions and Authority**

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

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

- accept instructions from any one of those persons on behalf of all; and
- correspond with any one of these persons on behalf of all.

## 10. **Evidence of Identity**

10.1 We are now required by law to obtain satisfactory evidence of the identity of all of our clients and, where applicable, other beneficiaries to a transaction and, in some cases, the source of funds. This is a precaution imposed by law primarily on solicitors who deal with property and money on behalf of their clients to guard against the solicitors and law firms being used by criminals to launder money.

10.2 To comply with the law, we will therefore need to obtain evidence of your identity at the start of the transaction. It is our standard requirement to have sight of your original driving licence or passport and for this to be accompanied by a statutory bill that confirms your address and is less than three months old. On production of these documents, we will then take copies for our records.

10.3 If you are unable to provide us with the identification required, please contact the individual with conduct of your matter so that you can discuss other ways to verify your identity. If you cannot satisfy these requests promptly, we have the right to cancel the Contract immediately on giving written notice to you.

## 11. **Delegation of Work**

11.1 The individual named in the covering letter shall have primary responsibility for your work but may delegate appropriate parts of your work to a junior member of the Firm under proper supervision. The individual with final responsibility for your work is the partner in charge of the department and will be referred to in the covering letter.

11.2 If you subsequently instruct us in relation to matters that fall outside the range of work normally done by the individual named in the covering letter, subject to your approval, your matter may be referred to another individual within the Firm who will have the expertise to assist you.

11.3 Sometimes, we ask other companies or people to assist us by doing administrative work on our files. Whilst, we will always seek a confidentiality agreement with these outsourced providers, should you not wish for your file to be outsourced, please notify us as soon as possible so that we can ensure this does not occur.

## 12. **Costs**

12.1 Our charges, like those of all solicitors, are based on a number of different factors including:

- the time spent on your matter, including time spent in meetings, on telephone calls, preparing papers, calculating costs, opening and closing files, compliance, travelling and waiting;
- the skills, specialised knowledge and responsibility required of the members of the Firm handling the matter;
- the complexities and difficulty or novelty of the questions involved;
- the circumstances in which the business involved is transacted (for instance if, due to the urgency, evening or weekend work is required or if an unusually large amount of documentation needs to be considered).

12.2 The most important factor is the amount of time taken, which is generally valued at an hourly rate for the individual with conduct of your matter. The hourly rate applicable to your matter has been set out in the covering letter.

12.3 We generally review our hourly rates annually and if such a review takes place this will be on 1<sup>st</sup> May of each year. If there is any change in the hourly rate to be charged, you will be notified in writing of this change. Charge out rates may also be increased if any of the factors mentioned at the beginning of this section apply.

12.4 Unless we agree to the contrary, any time spent on your matter by any member of the Firm in travelling or in waiting to attend any meetings shall be calculated with reference to the hourly rate of the individual in question.

12.5 Our costs are subject to Value Added Tax (VAT) where applicable. If the payment of VAT is not applicable, you will provide us with all relevant information in this regard. If this information proves to be incorrect, you will reimburse us on demand for any interest, penalties and legal costs that we may incur as a result of this.

12.6 Our costs are payable irrespective of whether or not a matter proceeds to completion. 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.

- 12.7 Litigation costs are a complicated subject and, if appropriate, this issue will be addressed in detail in the covering letter accompanying these Terms. In litigation matters, an award of costs in your favour against another party does not affect your primary responsibility for payment of our costs and disbursements. Recovery of costs from the other party by way of enforcement proceedings can be a time consuming process and you will have to pay our costs and disbursements incurred in any such proceedings. In addition, we may invoice you before the conclusion of any enforcement proceedings and you will be expected to meet our costs and disbursements in accordance with section 19 below. If you are VAT registered you must pay the VAT element of our charges in any event.
- 12.8 To the extent that our costs and disbursements have not been paid by payments on account or by payment of interim invoices, we will retain any costs paid by the other party plus any interest that is received as a result of the enforcement proceedings to meet the outstanding costs and disbursements.
- 12.9 If it appears that you are likely to be eligible for Public Funding you will be sent details about the Public Funding Scheme. Please bear in mind that Public Funding Certificates are not retrospective and accordingly any costs incurred before a Certificate is issued will be payable on a private basis.
- 12.10 Unless we have entered into a conditional fee agreement, in which case a separate specific agreement will be provided to you, we are not acting on a conditional fee basis.
13. **Disbursements**
- 13.1 When a bill is rendered it may include other charges known collectively as "disbursements" such as court fees, expert's fees, searches relating to land etc. It will also cover any necessary travelling expenses at a rate 45 pence per mile plus VAT plus car parking costs. Where rail or air travel is necessary, it is our policy that all personnel travel business class (or first class where business class is unavailable). Where normal mealtimes are missed, we reserve the right to charge for reasonable sustenance costs for our personnel.
- 13.2 We will assume that we have authority to incur disbursements in the course of our work for you unless you tell us otherwise.
- 13.3 You may set a limit on the fees and disbursements we may incur without your consent. If you wish to do this, please confirm the limit in writing.
- 13.4 When a case involves an unusually large amount of photocopying, this cost may be charged as a separate disbursement and you will be notified of this in any bill sent to you.
- 13.5 Therefore, in addition to our costs, you shall also pay to us, with VAT if applicable:
- all disbursements we make or incur on your behalf; and
  - the cost of any all travel and accommodation reasonably incurred by us when dealing with your matter.
14. **Legal Expenses Insurance**
- 14.1 If you have legal expenses insurance, you must notify us of that fact whether or not you believe you are insured in respect of your own or another party's legal costs. You agree to comply at all times with the terms of any legal expenses insurance you may have.
- 14.2 Even if you are insured against some or all of the legal costs for which you are liable, you remain primarily responsible to pay those costs. Accordingly, unless we agree otherwise in writing, we will invoice you in the normal way as if you were not insured. It will then be your responsibility to make a claim from your insurer. If you are VAT registered, you must pay the VAT element of our costs and disbursements in any event.
15. **Estimates and Fixed Fee Quotations**
- 15.1 Estimates and quotations are generally based upon your initial description of the matter and upon any documentation that you might have given us to consider. Such information may not be sufficient to give an estimate or a quotation, especially if there are complicated legal points or documentation needs to be prepared or negotiated on your behalf.
- 15.2 Where an estimate or quotation is given, it must be in writing from us 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 be expected to identify from your initial description or from a preliminary review of the documentation provided to us or unforeseen issues may arise as the matter progresses and these issues may have an impact on the amount of time we need to spend on your matter or the disbursements or costs we need to incur on your behalf. Accordingly, such estimates are intended only as a general guide and should not be regarded as fixed quotes.
- 15.3 If there is any change in the circumstances of your case, we shall advise you of this and if this will have a bearing on the costs estimate or quotation we have provided to you. In this situation, we shall seek to agree with you the additional fees for completing the work for you but, if no agreement is reached, we shall have the right to cancel this Contract on giving immediate written notice to you.
- 15.4 Unless we specifically advise the contrary, all estimates and quotations are exclusive of VAT, disbursements and other costs.
16. **Monies on Account**
- 16.1 We reserve the right to require you to pay one or more sums on account of our costs and / or likely disbursements or any other costs incurred in the progression of your matter. Any sums we ask you to pay on account may include an element to reflect any VAT that may be chargeable.
- 16.2 From any money we hold which belongs to you (for example, money paid on account, or costs or damages received from another party) we shall be entitled to offset our invoice(s) for costs, disbursements or any other relevant costs after we have provided you with written notification of the costs incurred.
- 16.3 If it transpires that our costs at the end of the matter are less than the monies we are holding on account, we shall provide the balance to you. It is your responsibility to enable us to be able to return this balance to you quickly. In respect of balances of £500 or less we will make 2 attempts to return the monies to you. If we are unable to return a balance of £500 or less after these 2 attempts you agree that we can donate the monies to charity on your behalf.
17. **Payment of Interest**
- 17.1 The Solicitors' Regulation Authority, our regulator, requires us to notify clients of our Interest Policy, a copy of which is available upon request.
- 17.2 Unless instructed by you to the contrary, any sums paid on account will be held in your name in our client account and will accrue interest in accordance with the Firm's Interest Policy.
18. **Client Money**

- 18.1 We will hold any funds that you request us to hold on your behalf in our designated client account(s). We will only hold your money at a bank or building society as defined by section 87 of the Solicitors Act 1974 in that:
- the bank or building society has permission from the Financial Conduct Authority (FCA) to accept deposits; and
  - the monies are held at a branch or head office of a bank or building society in England and Wales.
- 18.2 We currently have our client account at Lloyds 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 as we feel is necessary to protect our finances, we may not be liable to repay money lost through a banking failure.
- 18.3 If you are acting in the capacity of a private individual, a business or a small local authority, you may be eligible to obtain compensation from the Financial Services Compensation Scheme (FSCS) up to a maximum of £85,000 in the event of a bank failing. For your deposit to be protected by the scheme operated by the FSCS, you individually have to be eligible for that protection. If you are a private individual or if you are claiming as a small or large company or a small local authority, you will be protected.
- 18.4 The compensation limit applies to one individual per failed entity and so if you hold personal monies with the Lloyds 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 notify us as soon as possible and confirm your instructions to us in writing. We undertake no responsibility to advise you where or how your funds should be held. Please note that some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names. You should visit [www.fscs.org.uk](http://www.fscs.org.uk) or speak to a financial adviser for more information.
- 18.5 The FSCS also provide protection for temporary high balances of up to £1,000,000.00, in specific circumstances. 'Temporary' means that the funds must have been credited into the bank account no more than 6 months before the bank goes into default. The specific events which the funds must relate to are as follows:
- Real estate transactions
  - Benefits payable under an insurance policy
  - Personal injury compensation (this amount is not limited)
  - State benefits relating to disability or incapacity
  - Claims for compensation for wrongful conviction
  - Claim for unfair dismissal
  - Redundancy
  - Marriage or civil partnership
  - Divorce or dissolution
  - Benefits payable on retirement
  - Benefits payable on death
  - A claim for compensation in respects of a person's death
  - Inheritance
  - Proceeds of a deceased's estate held by their Personal Representative

For further information on protection of temporary high balances please visit [www.fscs.org.uk](http://www.fscs.org.uk)

Please note the temporary high balance protection is only available to natural persons, and therefore companies and other entities will not be afforded protection.

- 18.6 By signing this Agreement, you consent to allowing Curzon Green to disclose relevant details to the FSCS in the event of a banking failure, for the purposes of making a claim for compensation on your behalf. Please note it is unlikely Curzon Green would be liable for any losses you sustain as a result of a bank failing.
19. **Billing and Payment of our Costs**
- 19.1 Subject to any specific terms in the covering letter, we shall be entitled to deliver interim bills to you before the conclusion of your matter as frequently as we think appropriate. Relevant issues in determining the frequency of our invoices will include the nature of the matter(s) on which we have been instructed to act, the amount of our unbilled costs, the amount of time that is being spent on your matter and your financial circumstances.
- 19.2 We normally bill our clients on a monthly or quarterly basis and on completion of a matter and our invoices are payable in full upon receipt.
- 19.3 Such interim bills will be either interim bills on account which may not include all the costs incurred during the period covered by the bill and may be adjusted when we deliver our final 'statute' bill, or interim 'statute' bills which are self-contained and complete final bills for the period or work to which they relate. The provisions of part III of the Solicitors Act 1974 affecting your rights and ours will apply to both interim statute bills and to final statute bills to the extent that, where lawfully we are able to vary those rights by agreement, we have not otherwise agreed to vary those rights. If, for any reason, the matter does not proceed to a conclusion, we will charge you for work done and expenses incurred up to the point we cease acting. If you would like us to provide you with periodic statements of the amount of our work in progress, fees and disbursements incurred, or the provisions of part III of the Solicitors Act 1974, please let us know.
- 19.4 All of our invoices are payable upon delivery to you. In the event of an invoice not being paid promptly:
- we may charge interest on the outstanding amounts at the rate of 12% per annum or, at our discretion, at the rate applicable to judgment debts; and
  - we reserve the right to claim interest under the Late Payment of Commercial Debt (Interest) Act 1998; and
  - we have the right to suspend work on any matter or matters on which you have asked us to act, or to cancel all or any of our Contracts with you on giving immediate written notice and to deliver a final bill; and
  - we have the right to apply to the Court / Tribunal requesting that we be taken off the records as acting for you in relation to any legal matter in which we are representing you on giving you 7 days' written notice.
- 19.5 Interest on unpaid amounts shall take effect from one month of the date of delivery of our bill where the bill includes non-contentious work, and from the date of delivery of our bill in relation to contentious work.
- 19.6 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 costs and disbursements and any other costs, so that each of you is jointly responsible for ensuring that our invoice 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 payment of our costs, disbursements and any other costs.

- 19.7 We are able to accept payment of our costs, disbursements or other costs or monies on account by cheque, cash (subject to the Firm's policy set out below), or bank transfer.
- 19.8 If you do not agree with the bill you have a right to object to the same and apply for an assessment of the bill under Part III of the Solicitors Act 1974.

19.9 You may set a limit on the fees and disbursements we may incur without your consent. If you wish to do this, please confirm the limit in writing.

## 20. **Money Laundering and the Proceeds of Crime Act 2002**

- 20.1 The Law requires solicitors to get satisfactory evidence of the identity of their clients and, sometimes, people related to them. This is due to the fact that solicitors and law firms that deal with money and property on behalf of their clients can be targeted by criminals wanting to launder money.
- 20.2 In relation to the above legislation, it is the Firm's general policy not to accept any cash payments. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks that are deemed necessary to prove the source of the funds.
- 20.3 Where we have money to pay you, it will be paid by cheque or bank transfer. It will not be paid in cash. Payment to you will also not be made to a third party unless we are satisfied that the payment to the third party does not contravene any anti money laundering laws.

## 21. **Complaints**

- 21.1 The Firm is committed to high quality legal advice and client care. The Firm has a written Complaints Procedure in place to ensure that all complaints are handled promptly, fairly and effectively in accordance.
- 21.2 Whilst we hope that you will be entirely satisfied with every aspect of the service you receive from Curzon Green Solicitors, if you have a problem, you are entitled to complain and this can include a complaint about the Firm's bill. You should contact the person dealing with your case in the first instance. If you have any concerns, it is important that you raise them with us within 12 months of you realising there was a concern and within 6 months of your last contact with our Firm.
- 21.3 If, for any reason, we are unable to resolve the problem between us, then it is open to you to refer your concerns to the Legal Ombudsman within the timescales referred to above. The Legal Ombudsman and the Solicitors Regulation Authority operates a complaints and redress scheme. The Legal Ombudsman's contact details are as follows:

Legal Ombudsman  
PO Box 15870  
Birmingham  
B30 9EB

Telephone: 0300 555 0333  
From overseas: +44 121 245 3050  
Minicom: 0300 555 1777

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

- 21.4 All solicitors must attempt to resolve problems that may arise with their services. The Solicitors Regulation Authority, our regulator, requires us to notify clients of our written Complaints Procedure, a copy of which is available on request. You can request a copy of the Firm's Complaints Procedure at any time.

## 22. **Limitation of Liability**

- 22.1 Curzon Green Solicitors maintains Professional Indemnity Insurance cover in accordance with the Solicitors' Indemnity Insurance Rules, as set out by the Solicitors Regulation Authority.
- 22.2 We are permitted to put a reasonable limit on our liability to our clients provided that such liability does not fall below the level of cover required by the Solicitors Indemnity Rules (currently £2,000,000 for a Partnership) and we only limit our liability to the extent the law allows.
- 22.3 In this regard, we confirm that we do not limit our liability for death or personal injury resulting from our negligence.
- 22.4 Irrespective of the legal grounds on which any claim against us is made, unless we specifically state a higher amount in the letter accompanying these Terms, our liability and loss to you, including any liability for negligence other than death or personal injury shall be limited to:
- £2,000,000 for all claims and losses resulting from one act, error or omission, subject to aggregate limits of:
  - £2,000,000 for all claims and losses arising from a series of related acts, errors or omissions or;
  - £2,000,000 for all claims and losses resulting from a series of acts, errors or omissions arising out of or attributable to the same originating cause, source or event or;
  - £2,000,000 of all claims arising from the same or similar act, error or omission in a series of related matters or transactions.
- 22.5 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.
- 22.6 For the purpose of this clause, a claim against one or more of our partners, associate solicitors, assistant solicitors, employed barristers or any other member of our staff (whether employed or not) and any company or its employees handling outsourced work as above shall be regarded as a single claim against us and our liability to you shall be limited accordingly.

## 23. **Joint Liability**

If you have a claim against us for any loss or damage for which someone else (including you) could also be liable for, our liability to you in those circumstances shall be limited to a just and equitable proportion of the loss or damage in question after liability for it has been apportioned between everyone responsible and for the purposes of this clause:

- loss or damage shall include all recoverable amounts, including legal costs; and
- the ability or otherwise of any person or entity to satisfy any legal claim for any reason including (but not limited to) death, bankruptcy or insolvency shall be disregarded; and
- it shall be presumed that there are no agreements in force that exclude, limit or cap the liability of anyone else who might be liable to you.

## 24. **General Provisions on Liability**

- 24.1 For the avoidance of any doubt, we shall not be liable to you for any failure to provide our services caused by matters beyond our reasonable control.
- 24.2 If we should recommend the services of anyone to you, such as accountants, surveyors, trade mark and patent agents, foreign solicitors or anyone else, we do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question.
- 24.3 Where you agree to a limit being imposed on the liability of any other professional or financial advisers instructed by you in relation to this matter for loss or damage resulting from the performance of or failure to perform their respective duties, the liability of the Firm and/or any of its partners will not in any event exceed what it would have been had the liability of such other advisers not been so limited and had the contribution of all such advisers, but for such limitation, been proportionate to their respective responsibilities for such loss or damage.
- 24.4 We accept instructions from you on the basis that services provided by the Firm are provided solely for your benefit and we do not assume any liability to any person other than you in relation to the advice we give you. Unless we indicate otherwise in writing, we assume no responsibility for or liability (including liability for fees) in relation to the acts or omissions of, or advice given by, any experts, consultants or other advisers (including legal advisers) engaged in relation to any matter connected with your instructions to us. Our advice is confidential to you and Curzon Green Solicitors shall not be responsible if you make it available to third parties. Advice we give in connection with contentious matters may be covered by professional privilege and if you show it to others it may cease to be privileged, and therefore become disclosable to other parties to the dispute. No person who is not a party to the agreement embodied in these standard terms and conditions and the relative covering letter(s) shall, in the absence of express provision to the contrary, have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, but this does not affect any right or remedy of a third party which exists or is available other than under that Act.
- 24.5 The Firm shall not be liable for any delay in performing or failure to perform any of our obligations to you if such delay or failure results from events or circumstances outside our control, including, without limitation, transport or communications failure; the consequences of a terrorist attack; failure of our computer systems; or damage to our premises or storage facilities by explosion, fire, corrosion, flood, natural disaster, malicious or negligent act or accident.
- 24.6 In connection with these instructions Curzon Green Solicitors shall not be liable to you for any indirect or consequential loss or damage (including loss of profits) suffered by you or any other person.
- 24.7 Paragraphs 24.1 to 24.6 (inclusive) above shall not apply in relation to any liability to you we may incur arising from your instructions in this matter if these terms of business constitute a contentious business agreement (as defined in section 59 of the Solicitors Act 1974). The agreement of which these Terms form part shall not be a contentious business agreement unless we have agreed this with you in writing.
- 24.8 There is an inherent risk of fraud being committed by a third party in any transaction. We will not be liable for any loss resulting from ID fraud committed by another party, nor do we accept any responsibility or liability for malicious or fraudulent correspondence purportedly sent by the Firm. You accept responsibility for ensuring that any correspondence received from the Firm is genuine, before relying on the content.

## 25. **Regulatory Matters**

- 25.1 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 mediation 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/register](http://www.fca.org.uk/register).
- 25.2 The Solicitors Regulation Authority (SRA) is the independent regulatory arm of the Law Society. The Legal Complaints Ombudsman is the independent regulatory body that deals with complaints relating to a solicitor. If you are unhappy with any investment or insurance advice you receive from us, you should raise your concerns with either of these bodies.
- 25.3 The Firm has arranged for professional indemnity insurance cover to be put in place that meets 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.
- 25.4 All UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such concerns HM Revenue and Customs, money laundering, the proceeds of crime and terrorist financing. The requirements can override our usual duty of confidentiality to you. In addition, these requirements may oblige us to ask you to provide us with any 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 by giving immediate written notice to you.
- 25.5 We are required by statute to make a disclosure to the Serious Organised 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.

## 26. **Conflicts**

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

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

## 27. **Termination**

- 27.1 You may end your instructions to us by notice in writing at any time.
- 27.2 We may decide to stop acting for you and cancel the Contract only for good reason, for example if:
- you do not pay an interim bill or make payment to us of a requested amount on account of costs;
  - you do not pay for a disbursement or other cost that has been reasonably incurred as a result of progressing your matter;
  - you indicate you are not going to pay us for the work we are undertaking or have undertaken;
  - there is a conflict of interest pursuant to the provisions outlined above which we consider sufficient to prevent us from continuing to act;
  - we are unable to obtain clear instructions from you that we might reasonably be expected to receive in relation to your matter;



- you do not provide us with the necessary documentation required to prove your identity;
- if we believe there are circumstances that justify us immediately ceasing to act for you; or
- for any reason there has been a serious breakdown in confidence or trust between you and us and / or the individual with conduct of your matter.

- 27.3 If we decide to terminate the Contract, we will provide you with reasonable notice in writing that we will be stopping acting for you.
- 27.4 If this situation arises and, if Court proceedings are in progress, the Firm is obliged to obtain the permission of the Court before we officially stop acting for you, unless you consent. If you do not consent you may have to pay the costs of any application we make to the Court.
- 27.5 If you terminate your instructions or if we decide that we should stop acting for you, you will be liable to pay our fees and disbursements up until the date that we cease acting for you, including any costs we incur in removing our name from the Court record, and/or transferring our files to you or another party. Our costs will be calculated on an hourly basis plus VAT and expenses.
- 27.6 If upon termination of the Contract, there is monies still owed to us in respect of costs, disbursements or any other relevant costs connected to your matter, we can keep all of your papers and documents until payment of this outstanding sum has been made.

## 28. **Storage of Documents**

- 28.1 We are entitled to retain our files and documents we are holding on your behalf until you have paid all of our invoices for the work carried out on your behalf. Unless you have already asked us to return any papers to you, we shall keep all files relating to your completed matter in storage for not less than six years from the date of the final bill we send to you for the relevant work. At the end of this period, these papers may be destroyed, although this provision will not apply to any original documents that you have specifically requested that we retain in safe custody for you.
- 28.2 Our usual practice is to send all original documents to you shortly after the conclusion of your matter. Storage of original deeds and documents by us is by special arrangement only. Please speak to the person in charge of your matter if you would like us to provide this service.
- 28.3 Acceptance by us of any payment on account will not constitute a waiver of our rights or lien over any of your documents or other property in our possession or recovered or preserved by us on your behalf.
- 28.4 If we need to take papers or documents out of storage and/or produce or make copies of anything on file in relation to continuing or new instructions to act for you, we may make an administration charge for this based on the time spent.
- 28.5 If you request that we send any document to anyone else, we shall not be liable for any loss or damage that occurs to those documents after they leave our possession. Also, unless we believe it is appropriate to do so, we will not make copies of any lengthy or bulky documentation that we send to you or anyone else. However, should you wish you can specifically request that copies of these documents are made and we confirm we will arrange for this to occur subject to you agreeing to pay our copying charges.

## 29. **Communications between us and Emails**

- 29.1 Unless otherwise agreed, we will use conventional unencrypted email to communicate with you and anyone else that is involved in your matter. You acknowledge that conventional email may present security risks in certain circumstances and you shall have taken to have accepted those risks unless you tell us not to use this means of communication.
- 29.2 If you would like us to use encrypted email, you should notify us in writing. We will then endeavour to arrange for this to occur subject to us being able to make the necessary arrangements with you and any other relevant recipients.
- 29.3 To protect the integrity and security of our systems, we may prevent the receipt and opening of certain types of electronic files by any member of the Firm. As a result of this, a delay may occur in our ability to open and deal with certain electronic files.
- 29.4 Please note, we may record and monitor telephone, fax and e mail communications that are made to and from our offices and from any individual in our Firm for the purposes of the Telecommunications (Lawful Business Practice) (Inception of Communications) Regulations 2000.

## 30. **Audits and Enquiries**

- 30.1 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.
- 30.2 External firms or organisations may conduct audit or quality checks on the Firm to ensure compliance with mandatory regulatory standard requirements and voluntary standard requirements that the Firm may decide to adopt from time to time.
- 30.3 Such external firms or organisations are required to maintain confidentiality in relation to your files. We operate our own in house review system to ensure that our own quality standards are adhered to and the personnel involved in this review process are also bound by the Firm's confidentiality obligations.

## 31. **Third Party Rights**

- 31.1 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.
- 31.2 Any legal advice that we give you is for your own use and we shall not be liable to anyone else in relation to that advice (including anyone you pass or transmit it to) unless we expressly agree to be liable to the recipient(s) in writing.

## 32. **Data Protection**

- 32.1 In order that we may provide you with legal services, we need to record and maintain certain factual information on your personal circumstances which we may hold in hard copy and in electronic form.
- 32.2 We may use all information that we hold about you, including sensitive personal information such as information relating to your health, your racial or ethnic origin, political opinion, religious or other beliefs, trade union membership, sexual orientation and criminal convictions, for the purposes of providing our services to you and your insurers and maintaining records about you that we must keep by law or under regulatory requirements.
- 32.3 Where you are a trustee, you agree to advise any beneficiary of the trust that their personal information will be dealt with on these terms, as if each reference to "you" or "your" in this section is a direct reference to the beneficiary. Unless you inform us otherwise, by disclosing any

personal information to us about a beneficiary, we will assume that you have obtained consent to enable the use of such information on these terms.

32.4 We may also use the information that we hold about you, other than sensitive personal information, for our internal market research purposes and to send you information from time to time on services provided by Curzon Green Solicitors which we think may interest you. If you do not want us to send information to you in relation to Curzon Green Solicitors' other services then please contact the person in charge of your matter and let them know.

32.5 We do not pass any information about our clients to third parties for commercial exploitation. We pass client information to third parties only where it may be necessary or beneficial in carrying out the work for which you have instructed us such as where a mortgage lender is involved; or where we have to disclose information to third parties because of our legal or regulatory obligations or to prevent criminal activities, terrorist financing, fraud or money laundering as those obligations can override our usual duty of confidentiality to you. By way of example, documentation and information containing your personal details (such as your name, address and details of your claim) may, on occasions, have to be sent to your insurers, the person you are making a claim against, their lawyer or their insurer. This may take place before or after you decide to issue court proceedings, but any such action is taken in accordance with our standard practices and protocols.

32.6 We are required by statute to make a disclosure to the Serious Organised Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make such 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.

32.7 Any third party to whom we disclose information about you will be under an obligation to keep your information secure and not to use it for any other purpose than that for which it was disclosed. Some third parties to whom we disclose information may be situated outside the European Economic Area and you agree to our disclosing such information to such third parties where reasonably necessary.

32.8 In addition to the information that you provide, we may also obtain information about you from other individuals, partnerships, companies or other organisations (e.g. a credit reference agency) in order to verify your identity.

32.9 Under the Data Protection Act 1998, you are entitled (on payment of a fee and subject to some exceptions) to a copy of the information we hold about you. If you would like to obtain this information please contact the data protection compliance officer in writing stating what personal information you wish to access.

### 33. **Confidentiality and Disclosure**

33.1 Where the Firm is acting for you and your proposed lender in a transaction involving a mortgage, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage.

33.2 These include but are not limited to:

- any differences between your mortgage application and information we receive during the transaction;
- any cash payments being provided to you by the seller; or
- any discount schemes being provided to you by the seller.

33.3 You agree that this disclosure can be made by us.

33.4 It is possible that we may now, or in the future, hold for another past, present or future client, confidential information that relates to your matter but that we cannot disclose to you. You agree to this non-disclosure.

### 34. **Referrals and Commission**

34.1 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 without your consent.
- We will make clear to you the amounts involved as a result of the introduction in your client care letter.
- If we act for the introducer in the same matter and a conflict arises, we may have to cease acting for you.
- Any advice we give will be independent and you may raise questions on all aspects of the matter.

34.2 Under the Solicitors' Code of Conduct Rules, we are prohibited 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 that we cannot do ourselves, we will establish a separate written agreement to deal with the acceptance and allocation of any commission that arises.

### 35. **Equality and Diversity**

The Firm is 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.

### 36. **Applicable Law**

36.1 Any dispute or legal issue arising from the Terms will be determined by the law of England and Wales and considered exclusively by the English and Welsh Courts.

36.2 Each of the paragraphs referred to in these Terms shall be severable and distinct from one another and, if at any time more or more of such provisions becomes invalid, illegal or unenforceable, the validity legality and enforceability of the terminating paragraphs shall not in any way be affected or impaired by this.

### 37. **Office Hours**

Our offices are always open from 9.00am to 5.30pm, Monday to Friday excluding bank holidays. We are often open earlier and later than these times.

### 38. **VAT**

The Firm is VAT registered under VAT Number 986373565.

### 39. **General**

39.1 Copyright may arise in documents, reports or other material which we produce for you. We shall own this copyright and without our prior written agreement payment of our bill will not transfer it to you.

- 39.2 These Terms supersede any previous arrangement with you concerning their subject matter and must be read in conjunction with all accompanying and subsequent correspondence and documentation sent to you relevant to the terms on which we act. Together, they set out the terms of business governing the work we do for you on a particular matter.
- 39.3 Unless we notify you otherwise, these Terms shall apply to any future instructions you give us.
- 39.4 Your continuing instructions on any particular matter will indicate your acceptance of these Terms and any other terms we may agree in writing.
- 39.5 You may not assign all or any part of the benefit of, or your rights and benefits under, the agreement of which these Terms form part.
- 40. **Notice of the Right to Cancel and Cancellation Notice**
- 40.1 You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire 14 days from the date of entering into this contract.
- 40.2 To exercise the right to cancel you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may wish to use this cancellation form but it is not obligatory. The person to whom a cancellation notice may be given is Rob Green of Curzon Green Solicitors at 40 Gracechurch Street, London, EC3V 0BT (rob@curzongreen.co.uk). Notice of cancellation is deemed to be served as soon as it is posted or sent to us.
- 40.3 If you cancel this contract we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us). We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 40.4 If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed up to the date that you have communicated your cancellation of this contract to us, in comparison with the full coverage of this contract.

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## CANCELLATION NOTICE

If you wish to cancel the Contract YOU MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the individual dealing with your case or if you are unsure who that is, to the Managing Partner, Mr Robert Green at 40 Gracechurch Street, London, EC3V 0BT or at [rob@curzongreen.co.uk](mailto:rob@curzongreen.co.uk). You may use this form if you want to but you do not have to.

Complete, detach and return this form to us ONLY IF YOU WISH TO CANCEL THE CONTRACT.

To:  
 Robert Green of Curzon Green Solicitors, 40 Gracechurch Street, London, EC3V 0BT ([rob@curzongreen.co.uk](mailto:rob@curzongreen.co.uk))

I/we (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our Contact.

Signed .....  
 Name .....  
 Address .....  
 .....  
 .....  
 .....  
 .....  
 Date .....